

EXHIBIT 2

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HAMAN, INC. d/b/a KNIGHTS INN,)
Plaintiff,)
-vs-) Civil Action File No.
2:18-CV-01534-JHE
CHUBB CUSTOM INSURANCE)
COMPANY,)
Defendant.)

The videotape deposition of CHARLES W. HOWARTH, a
witness in the above-entitled cause, taken before
Cynthia Odom, Licensed Court Reporter and Notary
Public in and for Davidson County, Tennessee, at 137
Third Avenue North, Franklin, Tennessee, on the 8th
day of January, 2020, commencing at 9:22 a.m.,
pursuant to the Alabama Rules of Civil Procedure.

Job No. CS3838328

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APPEARANCES:
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ALSO PRESENT:
Legal Video Service of Tennessee

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S T I P U L A T I O N

The videotape deposition of CHARLES W. HOWARTH taken by agreement at 137 Third Avenue North, Franklin, Tennessee, beginning at 9:22 A.M., January 8, 2020, on behalf of the Defendant pursuant to the provisions of the Alabama Rules of Civil Procedure.

Formalities as to notice, caption, certificate, reading and signing by the witness, and filing are waived.

All objections, except as to the form of the question, are reserved to the hearing. The reporter, being a notary public, may swear the witness.

* * *

THE VIDEOGRAPHER: This is the videotape deposition of Mr. Charles W. Howarth in the matter of Haman, Inc. d/b/a Knights Inn versus Chubb Custom Insurance Company.

The case number is 2:18-CV-01534-JHE, being heard before the United States District Court for the Northern District of Alabama, Southern Division, being taken on January 8, 2020, at 9:22 a.m.

Counsel, if you'll please state your appearance for the record and whom you represent.

MR. CONCHIN: Gary Conchin for Haman.

MR. TAYLOR: Wayne Taylor for Chubb.

1 THE VIDEOGRAPHER: Madam court
2 reporter, if you'll please swear in the witness.

3 (Whereupon, the witness was administered the oath.)

4 MR. TAYLOR: Thank you. This will be
5 the deposition of Mr. Charles Howarth, being taken by
6 agreement of counsel and a notice of deposition served
7 in this case. The deposition is being taken for
8 purposes of discovery, cross-examination and any other
9 purpose permitted by the Federal Rules of Civil
10 Procedure.

11 Before we get started I think the last
12 three digits may be incorrect, we have to double check
13 that because I think you said JAH, which is what's on
14 the notice, but I actually think that that last three
15 initials are KOB because the case is pending before
16 Judge Bowdre, so we may have that incorrect, and I
17 just wanted to put that on the record just in case of
18 anything.

19 CHARLES W. HOWARTH,
20 having first been duly sworn, testified as follows:

21 DIRECT EXAMINATION

22 BY MR. TAYLOR:

23 Q. Mr. Howarth, we met for the first time when
24 we were waiting for the offices to be opened up this
25 morning. My name is Wayne Taylor, and I represent

1 Chubb in connection with a lawsuit that's been brought
2 by Haman, Inc. in connection with both a fire loss and
3 a wind claim, and you are here in your capacity as a
4 disclosed expert witness in this case and also in
5 connection with your involvement in the two claims as
6 I guess a lay witness as well.

7 I've seen your CV, and it's pretty clear that
8 you've given depositions in the past.

9 A. Correct.

10 Q. So do I need to go through the ground rules
11 or do you understand that we need to have a verbal
12 response and that type of thing?

13 A. I understand the ground rules, but I'll
14 accommodate you if you want to go through them.

15 Q. Well, I don't see a need to go through them
16 if you feel comfortable with doing it. If we come
17 across something that we need to address I guess we'll
18 just address it as we go along; how is that instead?

19 A. Sure, sounds good.

20 Q. And I understand that at approximately ten
21 o'clock we will need to take a break in order to
22 accommodate Mr. Conchin, who has a telephone status
23 conference with the Court in another case, and so
24 we'll be taking a break right around then. I
25 typically try to go a little longer than an hour,

1 maybe an hour to an hour-and-a-half before breaks, and
2 that's what we'll do the rest of the day.

3 MR. CONCHIN: And he likes to eat lunch
4 too.

5 BY MR. TAYLOR:

6 Q. And I do like to eat lunch.

7 MR. CONCHIN: And he always for some
8 reason gets hungry around 12:00 or one o'clock, I
9 don't know why, but, you know.

10 A. That's my kind of lawyer.

11 BY MR. TAYLOR:

12 Q. All right. If you could please state your
13 full name for the record.

14 A. Charles Howarth.

15 Q. And do you have a middle initial?

16 A. W.

17 Q. What does the W stand for?

18 A. West. I go by Chuck.

19 Q. Is that the only nickname?

20 A. Yes.

21 Q. And your date of birth?

22 A. 8-28-54.

23 Q. And that makes you how old?

24 A. 65.

25 Q. And I was looking at your CV and I saw that

1 you were born in Florida?

2 A. Correct.

3 Q. There are not a lot of us natives out there,
4 most people are transplants to that state.

5 A. That's right.

6 Q. Where are you from?

7 A. I grew up in Orlando.

8 Q. Oh, did you? I grew up in Cocoa Beach.

9 A. Oh, did you? Good.

10 Q. Born in Rockledge, grew up in Cocoa Beach.

11 A. You know the right side of a surfboard I
12 would imagine.

13 Q. I certainly do, I certainly do. All right.
14 Has your company your -- company is The Howarth Group;
15 is that right?

16 A. Correct.

17 Q. Has your company ever been involved in a
18 lawsuit as a party before?

19 A. Yes.

20 Q. As a plaintiff or a defendant?

21 A. When we have collection issues it would be as
22 a plaintiff. I can't think of a --

23 Q. Let me ask it this way, other than a
24 collection lawsuit has your company ever been involved
25 in a lawsuit?

1 A. As I sit here I can't remember one other than
2 collection issues, but as I said, I'm 65, if I think
3 of any as we go through this I'll be glad to disclose
4 it.

5 Q. Fair enough. Have you ever been involved
6 personally in a lawsuit?

7 A. I can't think of -- I can't think of a time
8 at the moment. I'm going through health insurance
9 issues, car, I've never had a litigation on car
10 insurance, I haven't had litigation involving a
11 property claim, I'm still married to my original wife
12 of 40 -- almost three years ago.

13 Q. That makes you and I rare --

14 A. Another oddity.

15 Q. Another oddity.

16 MR. CONCHIN: And 40 for me.

17 MR. TAYLOR: How about that, 34 years.

18 MR. CONCHIN: Chuck punted his
19 coverage, you might say, when he married.

20 MR. TAYLOR: I married up; are you
21 telling me you didn't?

22 MR. CONCHIN: Well --

23 A. In other words the credit goes to her, not to
24 me.

25 MR. TAYLOR: I got that.

1 MR. CONCHIN: My wife's not here, so I
2 don't have to answer that; do I?

3 THE REPORTER: We're on video.

4 MR. TAYLOR: Exactly.

5 A. I can't remember any.

6 BY MR. TAYLOR:

7 Q. Okay.

8 A. If you know of any refresh my memory.

9 Q. No, I'm just asking.

10 A. I just can't remember any as I sit here.

11 Q. Fair enough, fair enough. So your
12 involvement in lawsuits then has been as a witness,
13 either as an expert or a lay witness, or both?

14 A. Again, other than collections issues --

15 Q. No, no, no, no, no, not as a party,
16 involvement in lawsuits in the past has been as a
17 witness, not as a party?

18 A. That's correct.

19 Q. Okay. Let me just show you for the record
20 what's been marked as Defendant's Exhibit 37 for
21 identification, this is an amended notice of
22 deposition, which actually got served yesterday
23 because the place for your deposition was changed from
24 what it was originally scheduled.

25 (Reporter marks document as

1 Defendant's Exhibit No. 37 for
2 identification.)

3 Q. Has anybody ever shown this to you?

4 A. I think I got this by e-mail yesterday.

5 Q. Okay. From Mr. Conchin's office?

6 A. But it was a busy day, so I didn't -- I
7 scanned it but I did not -- yes, it came from Mr.
8 Conchin's office.

9 Q. And then nothing in it other than saying that
10 your deposition was here. My office had previously
11 subpoenaed your file that we got long ago, so there
12 was no reason to add that to the deposition notice in
13 this case. Fair enough.

14 What did you do in order to prepare to give
15 your deposition here today?

16 A. I read through all the e-mail history on this
17 -- for both claims, the fire and the wind, I reviewed
18 all the documents that I have in my digital file, I
19 read through the two previous depositions I've given
20 in this case.

21 Q. You mean examinations under oath?

22 A. I'll let you call them whatever, they were
23 like a deposition, but whatever they were.

24 Q. Prior testimony that you've given in
25 connection with the claims?

1 A. Correct.

2 Q. Okay.

3 A. And that pretty much summarizes what I've
4 done.

5 Q. Did you review anybody else's depositions in
6 this case?

7 A. No, I don't think I have anybody else's
8 depositions in the case presently.

9 Q. Did you review anybody else's reports in
10 connection with this case?

11 A. Yes, in my digital file I have the FBS
12 reports. Any other reports I have in there I would
13 have reviewed.

14 Q. How much time did you spend preparing or
15 reviewing these documents to prepare for your
16 deposition?

17 A. All combined, probably eight hours, eight to
18 ten hours.

19 Q. Eight hours of document review?

20 A. You wanted to know the aggregate time --

21 Q. Right.

22 A. -- that it took for me to do everything I
23 just told you I did?

24 Q. Right.

25 A. And that's my answer.

1 Q. Did any of that eight to ten hours include
2 discussions with anybody?

3 A. Not that I can remember.

4 Q. Beyond the eight to ten hours to review the
5 various documents that you -- that are contained
6 within your file and e-mail history and your prior
7 testimony given in connection with the fire and wind
8 claims, have you met or spoken with anybody in order
9 to prepare for your deposition?

10 A. No, not really.

11 Q. Did you have a conversation with Mr. Conchin
12 in preparation for your deposition?

13 A. Not really because I didn't need him to help
14 me prepare. We talked briefly upstairs while he was
15 waiting for his coffee to get ready.

16 Q. This morning you mean?

17 A. Yes, uh-huh, but that was more
18 conversational, not preparation. When I showed up
19 this morning without my key I was prepared.

20 Q. Does your company have any time records of
21 time spent either by you or others who may have been
22 either independent contractors or employees of The
23 Howarth Group in connection with the fire and wind
24 claims that are at issue here?

25 A. Not a formal time sheet that's kept

1 progressively day by day or week by week. I will have
2 time records in my e-mails that will help me know the
3 amount of time I'm spending on a file, how many trips
4 I've made to the site. I will have -- probably will
5 have, or at one time had, time sheets from Arthur
6 Grandinetti, who helped me prepare the estimate on
7 this one.

8 I may have gotten time information from Sarah
9 on the inventory, but I'm not sure that I did.

10 Q. Okay. I'm going to ask when we take a break
11 in about, oh, 25 minutes, so that Mr. Conchin can take
12 his call, to see if you can pull those time records
13 for Arthur Grandinetti and, if you have, for Sarah
14 Grandinetti, also those, because when we did serve a
15 subpoena on you for your file I will tell you that
16 there were no time records in there, so to the extent
17 that you have that I would appreciate you getting
18 that, and is it your testimony that there are no time
19 records for you in connection with your involvement in
20 this claim?

21 A. No, no, what I just told you, I have time
22 records, so that would be incorrect.

23 Q. Is there a button you can press that tells us
24 exactly how much time you spent working on this matter
25 --

1 A. No.

2 Q. -- and the dates that you worked on it?

3 A. No, no.

4 Q. So you would have to go back and recreate
5 that?

6 A. Correct.

7 Q. So the records that you have as to Arthur
8 Grandinetti and possibly Sarah Grandinetti, those are
9 actual time records that don't have to be recreated,
10 whereas your time put into the two claims would
11 actually have to be recreated; is that right?

12 A. The way I do business is when I invoice for a
13 client for an appraisal or for a job it's at the end
14 of the process, it's just the way I do it all the time
15 in every case, and at that point I recreate using the
16 very documents that I just described for you.

17 The records for time for Arthur I don't have
18 a button I can push to give them to you. I would have
19 to find out which payroll company I was using four
20 years ago. I don't know that I could even find that
21 information for you, the exact hours that Arthur put
22 into it, I'm not sure where I would go. It's not in
23 the file, so those would be just payroll records.

24 Q. And we'll talk about Arthur and Sarah
25 Grandinetti in a little while and kind of the

1 arrangement that you had with them in terms of their
2 compensation and that type of thing. So if I were to
3 then ask you -- so there's no way that even during a
4 break that you could provide me with any time records
5 of how much time the Grandinettis or you have actually
6 put into the fire claim and the wind claim?

7 A. Correct.

8 Q. So if I asked you how many hours have you put
9 into the wind claim as of today would you be able to
10 give me even a ballpark?

11 A. No, I'm not going to guess, I'd rather finish
12 the actual calculation, especially when I'm under
13 oath, and give you an accurate number.

14 Q. Well, could you ballpark if I asked you to?

15 A. I don't want to ballpark, no, this has been
16 going on now for what, four years, be impossible for
17 me to ballpark.

18 Q. Do you know how much time Arthur Grandinetti
19 has spent working on this claim?

20 A. A lot of time, but, no, I can't give you even
21 a ballpark.

22 Q. So you couldn't quantify even a range of how
23 much time Mr. Grandinetti has spent on this?

24 A. I could give you a range, it would be a
25 pretty extreme gap, if that's what you're asking me,

1 sure.

2 Q. When you say an extreme gap there would be a
3 few hundred hour difference from bottom to top?

4 A. Yes.

5 Q. How about Ms. Grandinetti?

6 A. I don't know.

7 Q. Okay. Fair enough. Has The Howarth Group
8 sent any bills to Haman, Inc. or someone on behalf of
9 Haman, Inc. in connection with this matter?

10 A. I don't believe so.

11 Q. Has The Howarth Group sent any invoices to
12 Mr. Conchin in connection with its work in this
13 matter?

14 A. Not that I can remember because that's the
15 way we do business.

16 Q. Because you bill it when it's over?

17 A. That's right. Always have and always will.

18 Q. Where do you currently live, sir?

19 A. Gallatin, Tennessee.

20 Q. And your street address?

21 A. 1538 Wrights Lane.

22 Q. Is that with a W?

23 A. Correct.

24 Q. How long have you lived in Gallatin?

25 A. About ten years. That's a ballpark.

1 Q. I understand. And who do you live there
2 with?

3 A. My wife and our son.

4 Q. And your wife's name?

5 A. Ann.

6 Q. And you said your son lives there as well?

7 A. Correct.

8 Q. What is his name?

9 A. Maddox.

10 Q. And how old is he?

11 A. 11.

12 Q. Do you have any relatives that live in
13 Alabama?

14 A. Not that I know of, or can think of.

15 Q. Or on your wife's side maybe?

16 A. Not that I know of, or can think of.

17 Q. And all my communications will go through Mr.
18 Conchin if I ever need to reach you, but if for some
19 reason I had to get you what would be the best
20 telephone number to reach you at?

21 A. My cell, 615-406-0834.

22 Q. And I suppose I should explain to you,
23 because I didn't start at Exhibit No. 1, I tend to
24 just go wherever I left off from the last deposition,
25 it's just easier for me to do that, so let me show you

1 what has been -- I've now marked as Defendant's
2 Exhibit 38 for identification.

3 (Reporter marks document as
4 Defendant's Exhibit No. 38 for
5 identification.)

6 Q. And I will state for the record that this was
7 Exhibit A to Haman, Inc's. Rule 26 A(2) Expert
8 Disclosures that were served in this lawsuit, and
9 Exhibit A concerns you and your involvement, and if we
10 turn -- the first page, it says Exhibit A right on the
11 top; right?

12 A. Right.

13 Q. And then second page says Valuation of Loss
14 and Proper Claims Practices; right?

15 A. Right.

16 Q. And then the third page is the beginning of
17 your CV, which is the next four pages; is that right?

18 A. Right.

19 Q. And could you take a minute and just look at
20 the four pages of your CV that are pages I guess 3
21 through 7 of Exhibit 38 that we've marked for
22 identification, and let me know if that is still
23 accurate and current.

24 (Whereupon, the witness
25 reviewed the document.)

1 A. It appears to be. I think we would change
2 The Howarth Group date to 2020 now.

3 Q. Okay. The Howarth Group is still --

4 A. We would change the married to 40 --

5 Q. 2 years?

6 A. 2 years.

7 Q. So other than the length of time that you
8 have operated The Howarth Group and the amount of time
9 you've been married to Ann --

10 A. Those are the only -- as I sit here, only
11 things I would change or update in it that I can think
12 of.

13 Q. And according to this you have a bachelor's
14 degree; is it a bachelor's degree in theology?

15 A. Correct.

16 Q. Is that your only college degree that you
17 have?

18 A. Yes.

19 Q. And that is from Holmes Bible College in
20 Greenville, South Carolina?

21 A. Correct.

22 Q. Is that a bachelor of arts or bachelor in
23 theology?

24 A. It's a bachelor of theology.

25 MR. TAYLOR: Are you doing okay on

1 time, Gary?

2 MR. CONCHIN: Yeah, they're going to
3 buzz me five minutes before.

4 BY MR. TAYLOR:

5 Q. What year did you get that degree, sir?

6 A. I think it was '77.

7 Q. Since graduating from Holmes Bible College do
8 you have any other college education where you've
9 taken courses from a university or a college?

10 A. Not that I can think of.

11 Q. Then I see you're also a chartered property
12 and casualty underwriter?

13 A. Correct.

14 Q. When did you receive that designation?

15 A. I don't remember, I think sometime in the
16 late 70's or early 80's.

17 Q. You were working in the insurance industry at
18 the time?

19 A. Yes.

20 Q. The only job listed on your CV -- well,
21 actually you've got three jobs listed on your CV, one,
22 your current position as the owner and president of
23 The Howarth Group; correct?

24 A. Correct.

25 Q. And before that you were the branch manager

1 for Howard Wehnes, W-E-H-N-E-S, Jr. & Company?

2 A. Correct.

3 Q. And then before that you were a
4 re-inspector/trainer and claims adjuster for State
5 Farm?

6 A. Correct.

7 Q. And that goes back as far as 1980?

8 A. Correct.

9 Q. And if you got your CPCU -- did I hear you
10 correctly, did you say the late 1970's you got your
11 CPCU designation?

12 A. No, I said I didn't know.

13 Q. Okay.

14 A. And then I guessed.

15 Q. Okay. Fair enough.

16 A. Late 70's, early 80's.

17 Q. Early 80's. Okay. Would it have been while
18 you were working for State Farm?

19 A. I started it while working for State Farm, I
20 think I finished it when I was with the Wehnes
21 Company.

22 Q. Fair enough.

23 A. I had most of it done I think that first
24 year, so with Wehnes Company I completed it.

25 Q. Fair enough.

1 A. It was ten parts back then.

2 Q. And you also have an associate in claims
3 designation?

4 A. Correct.

5 Q. And when did you receive that designation?

6 A. While with State Farm.

7 Q. Sometime between 1980 and 1986?

8 A. Right, and even these dates are ballparks.

9 Q. Fair enough. What is involved in obtaining
10 an associate in claims designation?

11 A. I don't remember, I think it was
12 correspondence mostly.

13 Q. Like a correspondence course?

14 A. At the time I think I was using cassette
15 tapes in large booklets, and I think this is the one I
16 got just mostly in office listening to tapes, taking
17 tests, best I can remember.

18 Q. Okay. Other than your CPCU and associate in
19 claims designations and your bachelor in theology from
20 Holmes Bible College, do you have any other degrees or
21 certifications?

22 A. No other degrees, insurance-related
23 certifications, no, none other than these.

24 Q. I saw that you indicated that you're a
25 chartered property casualty underwriter, you got your

1 CPCU; is that a designation or a certification or is
2 it actually a degree?

3 A. I don't know, it's one of the three probably,
4 maybe all three, I just don't know.

5 Q. And what about an associate in claims, is
6 that actually a degree that you earned or is that a
7 certification or some other -- or a designation?

8 A. I would use all three, but I'll let you
9 decide which of the three it should be.

10 Q. Well, the only reason I ask is because when I
11 think degree I think, you know, something like what
12 you got from Holmes Bible College, that bachelor's
13 degree, that type of thing.

14 A. They give you a nice certificate, and it may
15 use the word "degree" on the certificate, I just can't
16 remember.

17 Q. Fair enough. Was State Farm the first job
18 that you had in the insurance industry?

19 A. Yes, but not -- my first job with State Farm
20 was with an agency in Port Orange, Florida, an agent
21 by the name of Mack Ballard.

22 Q. Is that after graduating from college?

23 A. Yes.

24 Q. So you went to work --

25 A. Before I took this position with State Farm

1 as an adjuster.

2 Q. So you worked for an agent for how long after
3 you graduated from Holmes Bible College?

4 A. I'm going to guess I worked for this agent
5 between one and two years, before I applied for and
6 got the job to be a State Farm adjuster.

7 Q. Did you work in claims when you worked for
8 this agent?

9 A. Back then agents had claims authority, and,
10 yes, I helped with handling of claims and processing
11 claims for his policyholders, small ones.

12 Q. When you say agents had claim authority, they
13 had claim authority in connection with smaller claims?

14 A. They could write a check, they could pay off
15 a claim, they could settle a claim up to a certain
16 amount of money, I think it was somewhere around
17 \$2,500, I can't remember exactly. That was a long
18 time ago.

19 Q. And I know that we're sitting in the offices
20 of The Howarth Group, which headquarters I guess are
21 located in Franklin, Tennessee?

22 A. Correct.

23 Q. These are the headquarters. How long has The
24 Howarth Group been located in Tennessee?

25 A. Since we -- well, The Howarth Group, the

1 corporation The Howarth Group, was started I think
2 sometime around '07. Prior to that it was by another
3 name because I had partners, so The Howarth Group
4 itself, which is what you've been asking me about so
5 far, is since '07.

6 We moved here in '98, so I moved to Tennessee
7 in '98, my company had an office here -- we moved here
8 from Tampa, and my company opened an office here
9 sometime around I think '95, if that answers your
10 question.

11 Q. Do you still have that Tampa office?

12 A. No, I closed the offices in Florida when we
13 moved here in '98.

14 Q. Before you said you previously -- or I guess
15 that you previously had partners and so that you then
16 incorporated when that all changed and you
17 incorporated The Howarth Group, became The Howarth
18 Group, Inc.; right?

19 A. Correct.

20 Q. Up until that time what was the company known
21 as?

22 A. Prior to that -- and I'm not sure I'm giving
23 you the exact order, it was Howarth, Keyes, Manley.
24 Prior to that it was Howarth Keyes, and prior to that
25 it was Howarth, Keyes, McCrory, and prior to that it

1 was Chuck Howarth & Associates, Inc.

2 Q. And then who is Mr. Keyes?

3 A. George Keyes.

4 Q. And Mr. Manley?

5 A. Clay Manley.

6 Q. Was that a corporation or just a partnership?

7 A. It was a corporation, I think it was a -- was
8 always a corporation each time.

9 MR. CONCHIN: Wayne, I apologize.

10 MR. TAYLOR: No, that's okay. Let's go
11 off the record.

12 MR. CONCHIN: I didn't have anything to
13 do with scheduling this.

14 THE VIDEOGRAPHER: Off the record at
15 9:54.

16 (Discussion off the record at
17 9:54 a.m.)

18 THE VIDEOGRAPHER: Back on the record
19 at 10:19.

20 BY MR. TAYLOR:

21 Q. All right. Mr. Howarth, we're back now that
22 Mr. Conchin has been able to have his telephone
23 conference status meeting with the Court in another
24 case, and so I want to pick up kind of where we left
25 off, I guess. Do you have any degree -- do you have a

1 degree in any science field?

2 A. No, sir, I mean I've answered your question
3 that I don't have any other degrees in here. Are you
4 now asking about some other unusual degree that --

5 Q. I'm just asking do you have a degree in a
6 science field.

7 A. Yeah, well, the reason is that's kind of a --
8 you're asking me the same question you did before, and
9 I'm concerned that you may be thinking something other
10 than what I've already answered for you.

11 Q. No, no, just do you have a degree in a
12 science field.

13 A. No, sir, not like you describe where it's
14 like a university degree, like you asked me before. I
15 don't have any other university degrees than the ones
16 that are listed here.

17 Q. Are you a professional engineer?

18 A. No.

19 Q. Do you have any education in engineering?

20 A. No.

21 Q. Are you a general contractor?

22 A. No.

23 Q. Have you ever been a general contractor?

24 A. No.

25 Q. Have you ever held a license as a general

1 contractor?

2 A. No.

3 Q. Are you an industrial hygienist?

4 A. No.

5 Q. Have you ever had any training as an
6 industrial hygienist?

7 A. No.

8 Q. Okay.

9 A. Well, I guess in claims there are a lot of
10 courses that are required of or offered to adjusters
11 related to the field of mold and fungi and losses
12 associated with that, but I answered your question no
13 because I understood you were asking have I been to an
14 industrial hygienist sort of school or taken courses
15 toward a degree like that, and the answer is no.

16 Q. Do you have a certification as an industrial
17 hygienist?

18 A. No.

19 Q. Have you ever heard of the American Board of
20 Industrial Hygiene?

21 A. I have.

22 Q. Would you agree that they set education and
23 experience standards for industrial hygienists?

24 A. I'm take your word for it, I don't know that.

25 Q. Do you know whether your experience or

1 training would meet any of the requirements of the
2 American Board of Industrial Hygienists?

3 A. Probably not.

4 Q. Do you hold yourself out as a scientist?

5 A. No.

6 Q. Are you a microbiologist?

7 A. No.

8 Q. Do you have any specialized training or
9 credentials in sampling and analysis of mold and soot?

10 A. No.

11 Q. Are you a licensed mold consultant in any
12 state?

13 A. No. I guess if I could go back to the
14 previous question, I do have training, again, over 40
15 years of claims experience and seminars, you learn
16 about sampling, so I've been to courses and classes
17 that discuss the process of sampling for mold or soot.
18 I don't perform that work but just to make sure I'm
19 answering your question clearly.

20 Q. Fair enough. Other than the chartered
21 property and casualty underwriter and associate in
22 claims designations that you obtained, do you have any
23 other professional licenses or designations?

24 A. I think you asked that already and I answered
25 it no. If a pilot's license is a professional license

1 in your opinion then that would be included, but, no,
2 not in the claims business.

3 Q. Are you a licensed public adjuster?

4 A. Yes.

5 Q. In what states?

6 A. States of Tennessee, Kentucky, Mississippi,
7 and Florida.

8 Q. Are you a licensed public adjuster in the
9 state of Alabama?

10 A. Alabama does not offer licensing for public
11 adjusters, one of I think four states that don't offer
12 that license.

13 Q. Do you have any kind of adjusting license for
14 the state of Alabama?

15 A. No.

16 Q. Describe what a public adjuster is.

17 A. A public adjuster in general is a licensed
18 individual who handles insurance property damage
19 insurance claims on behalf of policyholders, he works
20 in a representative capacity of the policyholder and
21 he negotiates the entire claim to a final resolution
22 with the carrier's adjusters.

23 Q. When you say serves in a representative
24 capacity for the policyholder did you mean to say you
25 represent the policyholder, is that what you meant?

1 A. I meant exactly what I said, sounds like
2 you're saying the same thing I said.

3 Q. I just want to make sure I understood what
4 that meant.

5 A. Representative capacity means once a
6 policyholder employs a public adjuster all
7 communications from the carrier stop going to the
8 policyholder but go through the public adjuster, he
9 becomes their representative in the claim. That's
10 what I meant.

11 Q. Have you ever had any professional licenses
12 or designations that have -- you've allowed to lapse?

13 A. Not that I can think of as I sit here.

14 Q. Have you ever had any professional licenses
15 or designations that have been revoked?

16 A. No.

17 Q. Have you ever had any type of disciplinary
18 action taken against you in connection with your
19 profession?

20 A. No, not that I can think of.

21 Q. According to your CV, that we have marked as
22 Defendant's Exhibit 38 for identification, you're a
23 member of the National Society of CPCUs; is that
24 right?

25 A. That's my understanding, I am a CPCU.

1 Q. And then there is an organization, you just
2 have to pay yearly dues once you get that designation?

3 A. I don't pay yearly dues.

4 Q. No? Okay. And are you a member of the
5 Tennessee Association of Public Adjusters?

6 A. There is not a Tennessee Association of
7 Public Adjusters anymore, doesn't exist.

8 Q. There used to be?

9 A. Used to be.

10 Q. And until when it existed you were a member?

11 A. Yes.

12 Q. And you were a past president?

13 A. Yes.

14 Q. What happened to the Tennessee Association of
15 Public Adjusters?

16 A. Just lost interest in it and it dissolved.

17 Q. When you say lost interest, the membership
18 that it had, there just wasn't any interest to keep
19 the organization going?

20 A. Correct.

21 Q. Or was it -- were you behind that and you
22 just had other things to deal with because you weren't
23 interested, there really wasn't any more organization?

24 A. Everything rises and falls with leadership,
25 and there wasn't any interest in leading that

1 organization by anyone really other than me, so it
2 became something that I had no interest in preserving
3 myself so it essentially just disappeared.

4 Q. It says here that you're a past president of
5 the Florida Association of Public Adjusters.

6 A. Correct.

7 Q. Public Insurance Adjusters, excuse me, I said
8 that incorrectly. Are you still a member of the
9 Florida Association of Public Insurance Adjusters?

10 A. I think I am a member by virtue of the fact
11 that I hold a public adjuster's license in Florida.
12 I'm trying to remember if we're still paying dues to
13 that, I may or may not be.

14 Q. When were you the president of that
15 organization?

16 A. I was the second president actually, so it
17 was a long, long time ago, sometime in the 80's is my
18 guess.

19 Q. In the 1980's?

20 A. Yes.

21 Q. And are you currently a member of the
22 National Association of Public Insurance Adjusters?

23 A. Yes.

24 Q. And are you -- at one time it says you were a
25 member of its board of directors; are you still on its

1 board of directors?

2 A. No.

3 Q. When were you on the board of directors for
4 the National Association of Public Insurance
5 Adjusters?

6 A. I don't remember, it was years ago.

7 Q. Other than being a member of its board of
8 directors have you ever held an office, in other words
9 president, vice president, what have you, of the
10 National Association of Public Insurance Adjusters?

11 A. No.

12 Q. Explain what is The Howarth Group.

13 A. The Howarth Group is an insurance claims
14 consulting company, and we do mostly appraisal work
15 utilizing the appraisal provision in insurance
16 policies to resolve property damage claim disputes.

17 Q. So you do that more than serving as a public
18 adjuster on behalf of a policyholder?

19 A. Yes.

20 Q. Is that how you would describe your role in
21 this case?

22 A. That was my role in this case. I was
23 employed as the appraiser for the appraisal process by
24 Knights Inn.

25 Q. What percentage of The Howarth Group's work

1 is as a public adjuster as opposed to other types of
2 work that you-all do? And we'll get to those in a
3 minute. What percentage is a public adjuster?

4 A. Right now, zero, we don't have any open
5 public adjusting files, haven't had any for years.

6 Q. Let me just do it this way, over the last
7 five years what's been the average percentage?

8 A. Probably between zero and one percent of
9 public adjusting work.

10 Q. And over the past five years what percentage
11 has been work as an appraiser for the policyholder?

12 A. 90 to 95/6 percent. The other -- what's left
13 over would be expert witness work, that sort of thing.

14 Q. If we turn to the third and fourth pages of
15 your CV, which would be pages 5 and 6 that we've
16 marked as Exhibit 38 for identification --

17 A. I don't see any page numbers; what page do
18 you want me on?

19 Q. It's the page -- actually it says page 3 of
20 CV, Prior Expert Testimony (Partial) Federal and State
21 Courts, that next page-and-a-half.

22 A. Got you.

23 Q. Does that list all of the cases in which
24 you've given prior testimony?

25 A. No, it would go on for many more pages if I

1 gave them all.

2 Q. Does it list everything -- all of your prior
3 expert testimony for the last four years?

4 A. I believe so, that's the intent.

5 Q. Are most of these depositions that were given
6 or are these trial testimony?

7 A. Both are included.

8 Q. Is it mostly deposition or trial testimony?

9 A. I don't know as I sit here. My guess is
10 there would be probably more depositions, but I'd have
11 to take time to go through it and tell you that.

12 Q. I take it you're being compensated for your
13 time here today?

14 A. Correct.

15 Q. As well as the prep time that you already
16 testified about?

17 A. Correct.

18 Q. And when we're done are you going to be
19 sending Mr. Conchin a bill, or is this one where you
20 won't be sending a bill until the case is over?

21 A. No, my way of doing business is the bill
22 doesn't get sent until the case is over, primarily
23 because my clients are hurting, the people that I help
24 through a claim have suffered a major catastrophe, and
25 that's the way I do business. I'm not going to become

1 an added burden to them. If I bill Mr. Conchin or any
2 other legal representative of my client's typically
3 those invoices get passed on as expenses, so that's
4 what I decided to do many, many years ago, and that's
5 the way I do business.

6 Q. And when you send your bill in connection
7 with this matter when the case is over will you be
8 sending that bill to Mr. Conchin?

9 A. Yes.

10 Q. And will that bill include all of the time
11 you have spent in connection with this matter or only
12 since the lawsuit has been filed?

13 A. All of the time in connection with this
14 matter.

15 Q. From the day that your firm was hired?

16 A. Correct.

17 Q. Could you just kind of go -- because it's
18 really not that many, the page-and-a-half that's
19 listed here, could you identify which -- since I
20 assume that it's mostly deposition testimony here,
21 just identify which ones were actual trial testimony.

22 A. Alexander Properties, trial.

23 Q. That's the thirteenth one that's listed, the
24 third case that's listed?

25 A. Yes.

1 Q. Okay.

2 A. Carneal may have gone -- maybe it was a
3 mediation, not sure about Carneal.

4 Q. Which one is Carneal?

5 A. I'm going down the list; you see it?

6 Q. I see it.

7 A. J.T. Carneal there. I think I testified in
8 Jinil Corporation, if I'm remembering that case right.

9 Q. Would you have given both deposition and
10 trial testimony in that case?

11 A. I don't remember.

12 Q. How about the Alexander Properties case,
13 would you have given both testimony and --

14 A. Yes.

15 Q. In deposition and at trial?

16 A. I think so.

17 Q. And Carneal?

18 A. I'm just not sure about Carneal, I think
19 Carneal was a mediation so I don't think I was ever
20 deposed in Carneal. Cullman. Union versus Blakeney
21 Palmer, trial.

22 Q. Only or both?

23 A. Well, it's pretty rare I go to trial and
24 testify that I haven't been deposed.

25 Q. Fair enough.

1 A. So I'm going to guess, if I tell you that I
2 was in trial I probably was deposed at the same time
3 as well. Central Baptist, trial, that's the second to
4 last. I think that covers the trials, best I can
5 remember.

6 Q. And everything else would just be deposition
7 only?

8 A. Yes, best I can remember.

9 Q. Now, I understand that you were retained by
10 Haman, Inc. doing business as the Knights Inn in
11 connection with both the fire and wind claims in this
12 matter; is that right?

13 A. I was hired as their appraiser.

14 Q. And the individual that you worked with or
15 who retained your company, was that Zarin Visram?

16 A. Yes.

17 Q. Was there somebody else at Haman, Inc. that
18 you-all worked with?

19 A. Not that I can remember.

20 Q. Is this the -- have you had any other
21 occasions to be retained in any capacity by either
22 Haman, Inc. or Ms. Visram?

23 A. No.

24 Q. How about Mr. Conchin, does -- have you
25 worked with Mr. Conchin in the past?

1 A. Yes.

2 Q. On how many occasions?

3 A. It's impossible to give you an accurate
4 number. I think I provided a guesstimate in an
5 earlier deposition on this case, I'll just refer you
6 to that. I don't even remember what I said.

7 Q. Are all of the matters that you have worked
8 with Mr. Conchin on in the state of Alabama or have
9 any of them been outside the state of Alabama?

10 A. I think they were all in the state of
11 Alabama.

12 Q. Do you think you have worked on more than 20
13 matters with Mr. Conchin's firm?

14 A. I don't know.

15 Q. You don't know whether it's more or less than
16 20?

17 A. It's probably a -- I'm going to guess, it's
18 wild guessing because it's been years -- around that
19 number is probably a good number, but I would refer
20 you to my previous deposition. I think I guessed in
21 there as well.

22 Q. And since all of the matters that you have
23 worked with Mr. Conchin have been in the state of
24 Alabama is it fair to say then that your company does
25 business in the state of Alabama?

1 A. Yes.

2 Q. Does your company have a registered agent for
3 service of process in the state of Alabama?

4 A. I think so.

5 Q. Would the registered agent for service of
6 process for your company, The Howarth Group, be Mr.
7 Conchin?

8 A. I don't know, I haven't looked at those
9 documents in years.

10 Q. Well, do you have a relationship with another
11 lawyer or some other person that would be serving in
12 that capacity?

13 A. I've worked with a number of law firms in the
14 state of Alabama, but I use registered agents in --
15 like in Kentucky with a law firm that I've never
16 worked with, I've never been involved with, so I don't
17 know.

18 Somewhere in the archives those records
19 exist, and as I sit here I just can't pull that out of
20 the top of my head.

21 Q. So you don't know who your registered agent
22 in the state of Alabama is for The Howarth Group?

23 A. That's correct.

24 Q. Are you the sole shareholder of The Howarth
25 Group?

1 A. My wife and I.

2 Q. And how is the ownership split up between
3 your wife Ann and you?

4 A. I think it's 50/50.

5 Q. How many employees does The Howarth Group
6 have?

7 A. Four.

8 Q. Do you consider you and your wife, Ann,
9 employees of The Howarth Group, in that four?

10 A. Yes.

11 Q. So that's two of the four?

12 A. Yes.

13 Q. And who are the other two employees?

14 A. Dory Howarth and Dennis Rowe.

15 Q. In addition to being a 50/50 or 50 percent
16 owner of The Howarth Group what else does your wife,
17 Ann, do for the business?

18 A. She's my admin assistant.

19 Q. Does she get involved in handling claims or
20 performing inspections?

21 A. No.

22 Q. And what about Dory Howarth?

23 A. Dory is the office manager, she is involved
24 in claims, preparing estimates.

25 Q. When you say preparing estimates does she

1 actually go out to a site and prepare estimates or
2 does she do it administratively?

3 A. No, you've got to go to the site to prepare
4 an estimate on a building loss.

5 Q. Is Dory the person that opened up the door
6 for us this morning to get into the building?

7 A. Yes.

8 Q. How long has Dory worked for your company?

9 A. It will be getting close to 20 years, might
10 be 26ish -- I mean 16, something like that, 17.

11 Q. Is Dory a licensed public adjuster in
12 Tennessee?

13 A. I don't think so.

14 Q. Is she a licensed contractor?

15 A. No.

16 Q. Does she have any professional designations?

17 A. Not that I'm aware of.

18 Q. Did Dory have any involvement in this matter,
19 the Haman, Inc. wind and fire claims?

20 A. I don't remember that she did have any
21 involvement in either of these two.

22 Q. And Dennis Rowe is I guess the final
23 employee?

24 A. He's one of the four.

25 Q. One of the four. There's you, your wife,

1 your daughter Dory, and then --

2 A. Maybe the last guy on your list, I'll let you
3 call him final if you want to.

4 Q. Okay. The final one we'll talk about; how's
5 that?

6 A. Okay.

7 Q. What does Mr. Rowe do?

8 A. Mr. Rowe runs the marketing arm of The
9 Howarth Group.

10 Q. And where does he work out of?

11 A. He works out of this office.

12 Q. Here in Franklin?

13 A. Yes.

14 Q. Does Mr. Rowe get involved in performing
15 inspections, creating estimates, that type of thing?

16 A. Yes.

17 Q. Is he a licensed public adjuster in any
18 state?

19 A. Yes.

20 Q. In which states?

21 A. I think multiple states, but I'd have to let
22 him give you that list instead of me.

23 Q. Did Mr. Rowe have any involvement at all in
24 the wind and fire claims at issue in this case?

25 A. Nothing material, you may see e-mails from

1 him in our e-mail history, Mr. Rowe is the supervisor
2 for Bruce Bodor, who was the marketing individual that
3 met with Zarin initially, best I can remember, and so
4 there may -- there's nothing material that Mr. Rowe
5 did in the claim.

6 Q. So is Mr. Bodor still with -- he's no longer
7 with the company?

8 A. Mr. Bodor is not active with the company, he
9 still assists with open files but he's not actively
10 marketing at the level that he was back when we
11 acquired this particular loss, but Mr. Bodor is an
12 independent contractor, so he may bring another loss
13 to us next week so I just don't know.

14 Q. Has Mr. Bodor ever been an employee of the
15 company?

16 A. No.

17 Q. And what's his full name?

18 A. Bruce Bodor.

19 Q. Could you spell his last name, please?

20 A. B-O-D-O-R, I think.

21 Q. And it's Mr. Bodor that brought the Haman
22 wind and fire claims to The Howarth Group?

23 A. Yes, sir.

24 Q. And he's an independent contractor, not an
25 employee?

1 A. Correct.

2 Q. How is Mr. Bodor compensated when he brings a
3 claim to The Howarth Group?

4 A. Ultimately he gets paid 20 percent of our
5 actual fee. Initially he gets paid a signup bonus, so
6 he has received partial payment.

7 Q. Is that signup bonus in addition to the 20
8 percent or that's inclusive?

9 A. Inclusive.

10 Q. So he just gets that up front and then when
11 it's all over with the net that he would receive is 20
12 percent?

13 A. Correct.

14 Q. And what is the signup bonus that Mr. Bodor
15 receives when he brings you a claim?

16 A. At the time that the claim is acquired we
17 come up with some guesstimate as to how much the fee
18 is likely to be and then try to pay the marketing
19 people somewhere around 30, 40 percent of what the
20 projected full 20 percent would be on that projected
21 fee.

22 Q. Okay. And was Mr. Bodor the individual who
23 brought you the fire claim in this matter?

24 A. Best I can remember, yes.

25 Q. And what was the up-front bonus that he

1 received to bring the fire claim here?

2 A. I don't remember that.

3 Q. But he was paid something to bring it in to
4 the company?

5 A. He was paid something when it arrived, yes,
6 once they became -- this company became a client he
7 was paid the signup bonus.

8 Q. Are there any -- is there a calculation that
9 is performed in order to get an idea of what the claim
10 may be worth in order to know how much to give to Mr.
11 Bodor as that up-front or that signup bonus?

12 A. Yes.

13 Q. Where is that calculation?

14 A. Right up in my head.

15 Q. So it's not reduced to writing?

16 A. Well, it's different for every file.

17 Q. I understand that, that's my -- well, let me
18 ask you this question, is there reduced to writing the
19 amount you determined the fire claim was worth in
20 order to determine the signup bonus that you were
21 going to be giving Mr. Bodor?

22 A. I don't know that there is a place where it's
23 written down what -- way back when we got the Knights
24 Inn file what we expected the ultimate outcome would
25 be. There's a lot of guesswork involved, we have

1 discussions, we talk about it, ultimately I'm the best
2 one to figure out about where this claim is likely to
3 settle, and it's done in my head and Bruce then gets a
4 check, like everybody gets paid every two weeks, so
5 that's kind of the way it works.

6 Q. Is there a record that -- when Mr. Bodor is
7 given a check is he given a check for each claim
8 separately or is he given -- if he say brings you four
9 claims he'll get one check for whatever the signup
10 bonus is on all four claims?

11 A. They're paid every two weeks, if during a
12 period of two weeks we have two new files from Bruce
13 then what he gets will be itemized by file because
14 it's calculated per customer.

15 Q. But it's on one check?

16 A. But he only gets one check every two weeks.

17 Q. And is there a record that you can access
18 that indicates the amount of the signup bonus Mr.
19 Bodor received when he brought the fire claim to The
20 Howarth Group?

21 A. Probably could find that, that would have
22 occurred I think back in 2015.

23 Q. But there's a record of that?

24 A. Probably is.

25 Q. And is that record kept with this particular

1 file or is that kept separately?

2 A. I don't think there's any record of it in the
3 file, ordinarily there wouldn't be, it's kept in
4 payroll records.

5 Q. And as you sit here today -- well, is there
6 any way to find out on a break how much the signup
7 bonus was paid to Mr. Bodor for bringing the claim to
8 you?

9 A. No, I'd need to get back to my office.

10 Q. You'd have to do it -- your home office in
11 Gallatin?

12 A. Correct.

13 Q. And would the testimony that you've just
14 given in connection with the signup bonus that was
15 paid to Mr. Bodor in connection with the fire claim be
16 the same in connection with the wind claim?

17 A. Yes, same general process happens.

18 Q. As you sit here today how much was Mr. Bodor
19 paid as a signup bonus to bring you the wind claim?

20 A. I don't know.

21 Q. Okay.

22 A. Or I should say I don't remember, I just
23 don't have that kind of memory.

24 Q. When the deposition is over I'm going to ask
25 you to please look up the information on the signup

1 bonuses paid to Mr. Bodor for both the fire and the
2 wind claims and provide those to Mr. Conchin, who in
3 turn will then send them to me; okay?

4 A. Okay.

5 Q. Thank you. How long has Mr. Rowe worked for
6 your company as an employee?

7 A. I think somewhere around ten years.

8 Q. Has he always worked in the capacity as an
9 employee or has he ever been an independent
10 contractor?

11 A. I think he's always been an employee.

12 Q. Now, other individuals that you have a
13 relationship with, are they always on an independent
14 contractor basis other than the four people we've just
15 discussed, or have you had other employees in the
16 past?

17 A. I can't think of any other employees for The
18 Howarth Group other than the four I've given you, as I
19 sit here.

20 Q. So everyone else then would have been serving
21 as an independent contractor?

22 A. Correct.

23 Q. Beside you who else on behalf of The Howarth
24 Group was involved in the fire claim? And you don't
25 have to list Mr. Bodor because we already know that

1 he's the one that brought the claim to the Howarth
2 Group.

3 A. Yeah, and obviously my wife sends out the
4 letters, Dennis may or may not have been involved in
5 the acquisition of this with Bruce.

6 Q. Who is Dennis?

7 A. What?

8 Q. Oh, I'm sorry, Dennis Rowe, I apologize.

9 A. Right. Arthur Grandinetti and Sarah
10 Grandinetti were involved. I think that covers it
11 best I can remember.

12 MR. TAYLOR: Gary, you're writing on an
13 exhibit, you know.

14 MR. CONCHIN: I'm just writing a name
15 on it, on the back of it.

16 BY MR. TAYLOR:

17 Q. Arthur -- was Arthur Grandinetti ever an
18 employee?

19 A. No.

20 Q. Did he serve only as an independent
21 contractor?

22 A. Yes.

23 Q. To The Howarth Group?

24 A. Yes.

25 Q. How long was Mr. Grandinetti's affiliation

1 with The Howarth Group?

2 A. I'm going to guess about eight to ten years.

3 Q. Is Mr. Grandinetti still affiliated in any
4 way with The Howarth Group?

5 A. He doesn't have any -- he doesn't have an
6 active role right now in estimating, but that can
7 change at any time. I still communicate with him, I
8 still need documents from files that he worked on,
9 which he'll send me, but he is not an active estimator
10 right now like he was at the time of Knights Inn.

11 Q. Has he changed his affiliation so that he's
12 doing either all or most of his work with someone else
13 now?

14 A. Yes, he does estimating still for the most
15 part with other companies.

16 Q. Is there a main company that he works for
17 now?

18 A. Probably is but I wouldn't know what it is.

19 Q. So the only involvement right now that you
20 have with Mr. Grandinetti is in connection with
21 currently pending claims that he worked on before he
22 essentially moved on?

23 A. I think that's accurate.

24 Q. How was Mr. Grandinetti compensated by you
25 for the work that he performed?

1 A. He was paid by the hour.

2 Q. How much was he paid by the hour?

3 A. I think he was getting \$65 an hour, and that
4 included his wife as -- because they worked together.

5 Q. You paid them jointly \$65 an hour?

6 A. Correct.

7 Q. So not 65 for her and 65 for him?

8 A. It was 65 for him and that included his
9 wife's assistance when he needed her or wanted her
10 with him.

11 Q. Would Ms. Grandinetti engage in any type of
12 work that Mr. Grandinetti would not be doing?

13 A. Yes.

14 Q. And when that happened how was she
15 compensated I guess?

16 A. She was either compensated by the hour or a
17 percentage of our fee.

18 Q. Was Mr. Grandinetti ever given a percentage
19 of your fee as opposed to hourly?

20 A. If it happened I could count it on one hand,
21 and it would be only if he assisted in the acquisition
22 of a file. I can't think of any other -- which was
23 rare -- so almost all the time Mr. Grandinetti was
24 compensated on an hour basis.

25 Q. And in connection with the fire and wind

1 claims Mr. Grandinetti was paid strictly on an hourly
2 basis?

3 A. Yes. Now, I think he assisted -- if I
4 remember right he assisted with the acquisition of the
5 wind claim, so he would be entitled to a part of Mr.
6 Bodor's percentage at 20 percent percentage.

7 Q. He would get a portion of that 20 percent
8 when it's over?

9 A. Yes.

10 Q. Of whatever your company's fee was?

11 A. Correct.

12 Q. So Mr. Bodor wouldn't necessarily get the
13 entire 20 percent?

14 A. On the wind claim.

15 Q. On the wind claim.

16 A. Best I can remember, yes.

17 Q. Where does Mr. Bodor live?

18 A. Where does he live now?

19 Q. Yes.

20 A. I don't know, I don't know what his address
21 is. I'm thinking he lives here in middle Tennessee.

22 Q. The last time you knew where he lived where
23 did he live?

24 A. Right here in middle Tennessee.

25 Q. Okay. Now, I understand that Mr. Grandinetti

1 prepared or assisted in preparing the estimates of
2 repair in connection with the fire and the wind
3 claims; is that right?

4 A. Correct, at Knights Inn.

5 Q. And he would have been paid \$65 an hour, and
6 then as to the wind claim he will share in the 20
7 percent that would be paid to Mr. Bodor as part of the
8 intake?

9 A. Correct, he was paid for all of his time,
10 inspecting, photographing and scoping and preparing
11 the estimates for both the fire and the wind claim.

12 Q. With regard to the fire claim, which was just
13 one building of three that are out there, how many
14 hours did Mr. Grandinetti spend at the site
15 inspecting, if you know?

16 A. I don't know, it was days, they were there
17 for multiple days, but I can't tell you the exact
18 number of hours.

19 Q. How much has Mr. Grandinetti been paid to
20 date for his work in connection with the fire claim?

21 A. I don't have that memorized off the top of my
22 head.

23 Q. How much time has Mr. Grandinetti spent at
24 the site performing an inspection in connection with
25 the wind claim?

1 A. If this is a memory test I don't have all
2 those numbers memorized.

3 Q. It's okay, if you don't know just say you
4 don't know.

5 A. He spent a lot of time but I can't tell you.

6 Q. How much has Mr. Grandinetti been paid to
7 date in connection with his work on the wind claim?

8 A. I don't remember.

9 Q. Those are records that you can access so that
10 you know exactly how much has been paid in connection
11 with the fire and the wind claims to Mr. Grandinetti;
12 is that right?

13 A. I believe so, yes.

14 Q. Now, I understand that Sarah Grandinetti was
15 involved in connection with the contents damages in
16 connection with both the wind and the fire claims; is
17 that right?

18 A. In addition to her assistance of Arthur with
19 the estimates and photographs.

20 Q. Was Ms. Grandinetti paid separately for her
21 work in connection with the contents damages for the
22 wind and the fire claims?

23 A. She would be, yes, she would be paid for her
24 work on the contents claims separate from her
25 assistance of Arthur with the building claims.

1 Q. And for her work on the contents in
2 connection with the fire and the wind claims was your
3 agreement with her on an hourly basis or was it to
4 give her a percentage of whatever the fee was?

5 A. I don't remember.

6 Q. Is there a written document that would
7 indicate what that arrangement is?

8 A. I could find the answer to that from the
9 documents, yes.

10 Q. Okay. I do not recall in reviewing your file
11 that was produced in response to the subpoena if there
12 was anything in there that indicated a fee arrangement
13 or fee agreement with Mrs. Grandinetti, Sarah
14 Grandinetti, in connection with her work on the
15 contents for the fire and the wind claims.

16 A. Yeah, it would be in payroll records, it
17 wouldn't be in the file.

18 Q. So in addition to what I've already asked you
19 to access I'm also going to ask you to please access
20 -- well, let me also ask this, in connection with Mr.
21 Grandinetti's work on the fire and the wind claims
22 would there be a separate written agreement that would
23 reflect his compensation, or did you just --

24 A. Like an employment agreement?

25 Q. Well, yeah, or did you just have a general

1 agreement that for the work you do for me you get \$65
2 an hour?

3 A. Yeah, it was an ongoing general agreement,
4 and I think that was his rate back in 2015, you know,
5 I'm doing my best -- doing a lot of guessing.

6 Q. Is there any specific agreement for Mr.
7 Grandinetti to work on the wind or fire claims that
8 are at issue in this case?

9 A. Not that I can think of, we don't do a
10 separate agreement for every file.

11 Q. Okay. So I'm going to ask also when the
12 deposition is over if you could please obtain the
13 records about the payments made to Mr. Grandinetti for
14 his work on the fire and the wind claims, and I'm also
15 going to ask you to do the same thing in regard to
16 Sarah Grandinetti for her work in connection with the
17 contents claim, contents portion of the fire and wind
18 claims, and because you said you had two ways of
19 potentially compensating Sarah Grandinetti I'd like
20 any document where the agreement in connection with
21 the fire and the wind claims was reduced to writing;
22 okay?

23 A. (No response.)

24 Q. And I do need a verbal response to my
25 question, sir.

1 A. It's okay that you asked me that, yes, sir.

2 Q. I'm asking you to please provide that; will
3 you do that?

4 A. Oh, I will, but you're going to send me a
5 list.

6 MR. CONCHIN: Why don't you send me --

7 MR. TAYLOR: I'll send -- yeah, I will.

8 BY MR. TAYLOR:

9 Q. And what I'm asking is you don't send it to
10 me directly, you send it to Mr. Conchin who will then
11 send it to me; okay?

12 MR. CONCHIN: And you'll send me what
13 you -- just send me a letter of what you're asking for
14 and we'll go from there.

15 MR. TAYLOR: Will do.

16 MR. CONCHIN: I have CRS disease; do
17 you know about that?

18 MR. TAYLOR: I've heard of it but I
19 don't remember what it stands for.

20 MR. CONCHIN: Can't remember stuff.

21 BY MR. TAYLOR:

22 Q. Have you presented or been a presenter at any
23 seminars in say the last five to ten years?

24 A. Not in the last five years that I can
25 remember.

1 Q. How about the last ten years?

2 A. I don't remember any probably in the last ten
3 years.

4 Q. Have you written or co-written any
5 publications on any topic that would relate to
6 insurance claims?

7 A. No, none that I can remember.

8 Q. If you had I would assume they would be on
9 your CV?

10 A. It's not something I do, I spend time doing,
11 my time is taken up handling these appraisals. I
12 don't remember doing it, it's not something I would
13 add to the CV unless it was something I did more
14 regularly.

15 Q. Do you remember ever writing an article that
16 was published somewhere, even if it's just like an
17 electronic newsletter, that discusses some aspect of
18 insurance policy coverage or claim handling or the
19 appraisal process or anything along those lines?

20 A. I don't remember doing that for publication.

21 Q. I have to ask you this, have you ever been --
22 have any criminal convictions?

23 A. No.

24 Q. Have you ever been arrested for anything
25 other than a traffic violation?

1 A. No.

2 Q. If you would look again at the list of your
3 prior expert testimony, could you identify which ones
4 were on anything other than damages, even in part?

5 A. Anything other than damages?

6 Q. Right, since you -- and maybe it's wrong of
7 me to make an assumption, but since you indicated that
8 the vast majority of your work is as an appraiser it
9 seems to me that most of your testimony would be in
10 the realm of damages, so I just want to know of the
11 listed cases here did you provide any expert testimony
12 on any topic other than the amount of damages or the
13 scope of damages.

14 A. I got you now. Yes, for many of these I
15 provided testimony on the subject of claims handling,
16 proper claims procedures, proper estimating
17 procedures, the proper procedures related to the
18 appraisal process and those sorts of things.

19 MR. TAYLOR: And, Gary, I understand
20 based on your representation to the Court at our last
21 status conference he's not giving that type of
22 testimony as an expert in this case; is that right?

23 MR. CONCHIN: No, that's not -- what we
24 represented to the Court was that -- my understanding
25 was the Court would not accept people such as Mr.

1 Howarth or a lawyer or anybody else coming in and
2 testifying to, quote, bad faith, end quote, but Mr.
3 Howarth will testify concerning conduct of what he
4 thought was the appraisal process, specifically here
5 termination of or killing the appraisal process
6 midstream, he has that knowledge.

7 I don't think that this Court is going
8 to allow Mr. Howarth or anybody else, a lawyer or any
9 expert to testify what is bad faith and that's not
10 what we're proposing that he do, but he does have
11 comments about the appraisal process here and how the
12 appraisal process should work under this contract. Is
13 that clear enough?

14 MR. TAYLOR: That's not my
15 understanding, but we'll deal with it.

16 BY MR. TAYLOR:

17 Q. Have you ever had a Court that has refused to
18 allow you to testify as an expert witness on any
19 topic?

20 A. No.

21 Q. Have you ever been excluded, at least in
22 part, from testifying as an expert witness?

23 A. Not that I know of.

24 MR. TAYLOR: Gary, this will save a lot
25 of time then, Mr. Howarth is not being offered as an

1 expert on causation, what caused the damages; is that
2 right?

3 MR. CONCHIN: Well, I think that's a
4 bleed-over question. I don't know that appraisers can
5 testify -- can do a claim and come up using Xactimate
6 or any estimation amount without looking at what
7 caused it. I mean if it's a fire --

8 MR. TAYLOR: That's not what I mean.

9 MR. CONCHIN: -- then their job is to
10 look at damages resulting from a fire.

11 MR. TAYLOR: That's not my question.

12 MR. CONCHIN: He's not a C&O, he's not
13 a cause and origin expert, but --

14 MR. TAYLOR: Is he going to give expert
15 testimony that says this damage was caused by this?

16 MR. CONCHIN: Well, I think his
17 estimate may include that subject to the rules, you
18 know. I suppose -- we always get into this argument
19 in every case, you know, defense counsel wants the
20 appraisers limited to testifying to damages only, but
21 you can't testify to damages without obviously being
22 cognizant of what the claim is, what's it about, is it
23 fire, is it wind, so his job was to determine damages
24 and do an appraisal of fire damage first and then
25 secondly wind damage. I don't know how you can ignore

1 the causation issues. If he were on the roof and he
2 saw a paint splotch that had nothing to do with it,
3 with the fire or the wind, then we wouldn't expect him
4 to put that in his estimate, but if it's a fire or
5 wind claim we would expect him to put it in the
6 estimate.

7 BY MR. TAYLOR:

8 Q. We've been provided both through the Rule 26
9 disclosures and in response to the subpoena that my
10 office served on your company that you responded to
11 with various documents, and included with that is an
12 estimate to repair the damages or what you perceive to
13 be the damages from the wind as a result of the wind
14 claim; right?

15 A. Correct.

16 Q. And an estimate to repair the damages in
17 connection with the fire claim?

18 A. Correct.

19 Q. And a list of contents that are claimed as
20 damaged as a result of the fire?

21 A. Correct.

22 Q. And a list of contents claimed as damaged as
23 a result of the wind claim, or due to the wind claim?

24 A. Correct.

25 Q. Have you prepared any other reports other

1 than those four estimates or inventories?

2 A. Not that I can think of as I sit here.

3 Q. Have you prepared any narrative report on --
4 that gives an opinion on what caused the damages?

5 A. In addition to the estimates, the estimates
6 themselves provide an opinion as to the cause of the
7 damages.

8 Q. Other than what's contained in the estimates
9 have you prepared any narrative reports in connection
10 with the cause of any of the damages?

11 A. Not that I can think of as I sit here. I'm
12 looking through this Rule 26 because sometimes I do a
13 narrative and sometimes I don't, and I don't think I
14 did.

15 Q. I will tell you in my place the only thing
16 I've ever seen from your company based on what I was
17 provided with the Rule 26 disclosures that came from
18 Mr. Conchin's office as well as what was contained
19 within your file provided with the subpoena are the
20 two estimates and the contents inventories that I've
21 listed off, I did not and have never seen a narrative
22 report relating to the cause of the damages from
23 either of those two claims, so I just want to make
24 sure that I'm not missing something, so did you ever
25 draft a report that contains a narrative giving

1 opinions on the cause of the damages in connection
2 with the fire claim?

3 A. I don't think I did because I haven't seen
4 one in my file either.

5 Q. And you've reviewed your file in preparation
6 for your deposition?

7 A. Correct.

8 Q. And what about in connection with the wind
9 claim, was there a narrative where gave a report that
10 gives a narrative and provides opinions on what was
11 damaged as a result of wind?

12 A. Same answer.

13 Q. That you have not done that?

14 A. Right.

15 Q. Have you prepared a report that discusses the
16 claim handling or adjusting conduct of any
17 representatives of Chubb in connection with the fire
18 claim?

19 A. Not that I can remember.

20 Q. Have you prepared a report that contains any
21 narrative that discusses the claim adjusting or
22 investigation conduct of Chubb and its representatives
23 in connection with the wind claim?

24 A. Not that I can remember.

25 MR. CONCHIN: Let me clarify, his

1 answer of course is correct, but there are various
2 e-mails and correspondence and letters that set forth
3 his opinions about that process that we have produced.
4 BY MR. TAYLOR:

5 Q. Have you prepared an actual expert report on
6 that issue with regard to the fire claim?

7 A. I think you've asked that and I answered, not
8 that I can remember as I sit here a formal report on
9 that subject by itself.

10 Q. Have you prepared a formal report regarding
11 Chubb's conduct as it relates to the appraisal process
12 for the fire claim?

13 A. Not that I can remember.

14 Q. Have you prepared a formal report that
15 discusses Chubb's conduct as it relates to the
16 appraisal process in connection with the wind claim?

17 A. Not that I can remember.

18 Q. I'm going to show you what's been marked as
19 Defendant's Exhibit 39 for identification.

20 (Reporter marks document as
21 Defendant's Exhibit No. 39 for
22 identification.)

23 Q. And this appears to be an Appraisal
24 Employment Agreement in connection with the fire claim
25 that occurred in March of 2014; is that right?

1 A. Yes.

2 Q. And have you seen this document before?

3 A. Yes.

4 Q. And is it contained within your file?

5 A. Should be.

6 Q. And the date that this agreement was signed
7 with Haman, Inc. is January 29, 2015; is that right?

8 A. Correct.

9 Q. About ten months after the fire loss?

10 A. Correct.

11 Q. The date of fire loss being March 22, 2014;
12 is that right?

13 A. Correct.

14 Q. And according to this agreement it's
15 basically saying that The Howarth Group has been
16 employed for the purpose of determining the amount of
17 the loss and presenting the valuation to the appraisal
18 panel and/or the carrier; is that right?

19 A. This is an appraisal employment agreement.

20 Q. Are you agreeing with what I just said?

21 A. No.

22 Q. The insured hereby employs The Howarth Group
23 for the purpose of determining the amount of the loss
24 and for presenting this valuation to the appraisal
25 panel and slash or the carrier; is that what it says?

1 A. You read that accurately.

2 Q. And then it says THG, that's The Howarth
3 Group; right?

4 A. Correct.

5 Q. Is directed to notify the carrier of the
6 insured's invocation of the appraisal provision of the
7 policy and is hereby appointed as the insured's
8 appraiser as required by the policy.

9 A. You read that correctly.

10 Q. So if -- is that an instruction, number one,
11 that you're going to serve as my -- Haman is
12 essentially saying that you or your company is going
13 to serve as Haman, Inc.'s appraiser; right?

14 A. Correct.

15 Q. And that it is The Howarth Group on behalf of
16 Haman, Inc. that will invoke the appraisal process?

17 A. No, Haman, Inc. is the only one who can
18 invoke appraisal. What this is saying by the Haman,
19 Inc.'s representative that she has directed us to
20 notify the carrier that she has invoked appraisal.

21 Q. Okay. And if we turn down to paragraph 3,
22 your company is going to be paid \$375 per hour plus
23 expenses; is that correct?

24 A. Correct.

25 Q. And then the next sentence says: However,

1 because THG, The Howarth Group, has expressed to the
2 insured the opinion that the amount proposed by the
3 carrier to the insured is inadequate. Do you see
4 that?

5 A. You read that correctly.

6 Q. Did you or someone from The Howarth -- on
7 behalf of The Howarth Group, I should say, express to
8 Haman, Inc. that the amount proposed by the insurance
9 company, Chubb in this case, was inadequate?

10 A. Yes.

11 Q. And this was done prior to the time that this
12 appraisal agreement was invoked?

13 A. Yes.

14 Q. By the time that this agreement had been
15 signed, that we've marked as Exhibit 39 for
16 identification, had The Howarth Group already
17 determined what it believed was the amount of the
18 damages sustained as a result of the fire?

19 A. No.

20 Q. But yet it's expressing to Haman, Inc. that
21 the amount offered by Chubb was not adequate?

22 A. Correct.

23 Q. It's already taken that position?

24 A. Correct.

25 Q. Before appraisal has even been invoked?

1 A. We don't -- we do not take a claim on to
2 serve as an appraiser before we have completed our own
3 evaluation of things and determined that there are
4 legitimate -- that there is a legitimate disagreement
5 in our opinion about the amount of the loss between
6 the policyholder and the insurance company's
7 valuation.

8 Q. So this is all done before you then are
9 retained to serve as the appraiser?

10 A. Of course.

11 Q. And before the appraisal process is invoked?

12 A. Of course.

13 Q. The second to last sentence of the third
14 section says: THG -- again, The Howarth Group --
15 agrees that the total fee charged will not exceed 30
16 percent of the additional settlement awarded to the
17 insured.

18 I'll stop right there for a minute; did I
19 read that correctly?

20 A. Yes.

21 Q. So that means essentially you're working on
22 an hourly basis but it's capped based upon a
23 percentage of what the appraisal award is; is that
24 right?

25 A. Correct.

1 Q. So for example if there is an appraisal award
2 of \$100,000 that means that on an hourly basis your
3 fee could not exceed \$30,000; is that right?

4 A. That's correct, and it may -- the only
5 correction I would make to your question is that some
6 of these settle before there's a formal appraisal
7 award, and whatever additional settlement is awarded
8 by whatever method the cap applies to that.

9 Q. I understand, and we'll get to that in a
10 minute because that's covered later in the clause,
11 right, in this provision?

12 A. I don't think it is, but let's keep going.

13 Q. Well, let's say the insurance company has
14 paid \$10,000 and the appraisal aware comes back at
15 \$100,000, then your fee cannot exceed 30 percent of
16 \$90,000; is that what you're trying to say?

17 A. No, you've got the math right. There are
18 occasions where once appraisal is invoked insurance
19 companies come back to the site and they want to --
20 they want a chance to reevaluate, understand the
21 differences, and let's come back to the site and they
22 then amend their settlement of the claim, their
23 position, provide that to the policyholder and it
24 settles, everybody agrees, we never went through the
25 formal process, there was never an official appraisal

1 award, that was the only correction I was making to
2 your question.

3 Q. I understand, so it doesn't necessarily
4 require an actual appraisal award?

5 A. Correct.

6 Q. So it could be an appraisal award of \$100,000
7 or it could be a settlement of \$100,000?

8 A. It's the new money essentially.

9 Q. Your fee is capped at 30 percent of that
10 extra \$90,000?

11 A. Correct.

12 Q. And if the settlement then is -- the
13 insurance company has paid \$10,000 and the appraisal
14 award or the settlement is a million dollars then
15 you're capped at 990 -- 30 percent of \$990,000; is
16 that right?

17 A. That's the cap.

18 Q. Right.

19 A. That's not my fee, my fee is a based on the
20 hours I spend, but that is the cap, that's the way the
21 math works, correct.

22 Q. The higher the award the higher the cap can
23 be; is that correct?

24 A. Yes.

25 MR. CONCHIN: Object to form.

1 A. The larger the number the -- 30 percent of a
2 larger number is a larger number.

3 BY MR. TAYLOR:

4 Q. And then let's go on and cover the rest of
5 the clause, it says: And additionally should the
6 process produce no additional settlement then no fee
7 will be due. Right?

8 A. Right.

9 Q. So in other words if the insurance company
10 paid \$10,000 and the appraisal award or the settlement
11 is at \$10,000 you don't get a fee at all?

12 A. Correct.

13 MR. TAYLOR: I have just been passed a
14 note by our videographer that we need to take a quick
15 break because I think he probably needs to change to a
16 new file.

17 THE VIDEOGRAPHER: Going off the record
18 at 11:28.

19 (Discussion off the record at
20 11:28 a.m.)

21 THE VIDEOGRAPHER: Back on the record
22 at 11:39.

23 BY MR. TAYLOR:

24 Q. Mr. Howarth, we took a break for the benefit
25 of our videographer here today, and we were talking

1 about the appraisal employment agreement that we've
2 marked as Exhibit 39 for identification; is that what
3 you're holding in your lap?

4 A. Yes.

5 Q. Very good. And we had just finished up
6 talking about paragraph 3, and then paragraph 4
7 indicates that the insured, that being Haman, Inc., is
8 that correct?

9 A. Haman, Inc. d/b/a Knights Inn, says so up at
10 the top there, sure.

11 Q. And in paragraph 4 when it says the insured
12 that's who you mean is Haman, Inc.?

13 A. Correct.

14 Q. Assigns to THG, The Howarth Group, the right
15 to be paid as a joint payee by the carrier on any
16 additional structural payments. Is that right?

17 A. Right, our name goes on the check.

18 Q. So if there's an additional recovery they're
19 either through the appraisal process itself or a
20 settlement before it goes through the appraisal
21 process then The Howarth Group will be listed as a
22 co-payee on any additional checks?

23 A. Correct.

24 Q. And then down at the bottom here right above
25 the words The Howarth Group, Inc., there's somebody's

1 signature; whose signature is that?

2 A. Immediately above The Howarth Group, Inc. is
3 Bruce Bodor's, it looks like.

4 Q. And he has the authority to sign for The
5 Howarth Group, Inc., even though he's not actually an
6 employee of the company?

7 A. Yes.

8 Q. And then it says Title: Claim Consultant?

9 A. That's what it looks like.

10 Q. And then he signed off on January 29, 2015,
11 the same date that Haman, Inc. did?

12 A. Correct.

13 Q. Was there anyone else on behalf of Haman,
14 Inc. besides Zarin Visram that you personally dealt
15 with?

16 A. Not that I can remember.

17 Q. Did you ever have a meeting with Ms. Visram
18 to discuss the claim?

19 A. I met her, I don't know that -- I don't
20 remember any specific meeting where I needed to
21 discuss the claim with her in person, we had
22 discussions by phone, we communicated otherwise, but I
23 don't remember a meeting where we both came in from
24 out of town to discuss the claim, like you say.

25 Q. On how many occasions did you have a

1 telephone conversation with Ms. Visram?

2 A. I don't know, I don't remember.

3 Q. When you're keeping track of your time, I
4 know you said you could look at the documents in order
5 to recreate your time, do you have a record that would
6 indicate the telephone conversations that you had with
7 Ms. Visram and how long they lasted?

8 A. No, unless there's a follow-up e-mail to it
9 or it's referenced in an e-mail, no.

10 Q. And you don't know how many times you spoke
11 with her?

12 A. No, I don't remember.

13 Q. Is this document that we're looking at marked
14 as Exhibit 39 for identification, this appraisal
15 employment agreement, is this The Howarth Group's
16 standard appraisal employment agreement for a
17 commercial property?

18 A. This is probably typical of most. They all
19 get amended a little bit -- or not all of them, I
20 guess a lot of them get amended a little bit in the
21 process of reaching an agreement, but this is
22 reflective of most of them.

23 Q. Okay. When you say that they are amended a
24 little bit is that through negotiation with the
25 insured to maybe change a term here and there?

1 A. Correct.

2 Q. Have you made any changes to your standard
3 agreement just over time because of things that have
4 come up and you felt like we need to change the
5 language here, make this tighter or take this out?

6 A. Yes.

7 Q. What is in this agreement that you've now had
8 to take out that you don't use anymore?

9 A. I would have to have the one we're using
10 currently to compare.

11 Q. I would ask also, and I'll put this in the
12 letter, that whatever your current agreement is, that
13 specimen, just provide that to Mr. Conchin, I'd like
14 to be able to see that in order to --

15 MR. CONCHIN: Well, we may have a
16 relevancy issue about that, we're not trying something
17 currently, we're trying a loss that occurred in '14
18 and '15 -- '14, so we may have a relevancy issue.

19 MR. TAYLOR: We can discuss that later.

20 MR. CONCHIN: That's fine.

21 MR. TAYLOR: I'll put it in the
22 request.

23 MR. CONCHIN: Okay. Do I need to put a
24 mike on? Am I okay?

25 THE VIDEOGRAPHER: You're good.

1 MR. CONCHIN: Thanks.

2 BY MR. TAYLOR:

3 Q. Is the \$375 per hour that's in the agreement
4 that we've marked as Exhibit 39 for identification, is
5 that your current hourly rate that you charge?

6 A. I just concluded one at 325, so it varies,
7 but it would be between 325, 375.

8 (Reporter marks document as
9 Defendant's Exhibit No. 40 for
10 identification.)

11 Q. I'll show you what's been marked as Exhibit
12 40 for identification, and it's a two-page document,
13 first is a letter dated February 25, 2015, from you to
14 Brent Perich at York Risk Services, and the second
15 document is a redacted version of the Appraisal
16 Employment Agreement that we just discussed that
17 previously had been marked as Exhibit 39 for
18 identification; is that correct?

19 A. Correct.

20 Q. And this is a letter in connection with the
21 March 22, 2014 fire claim; is that right?

22 A. Correct.

23 Q. And in that letter you were sending to Mr.
24 Perich, who you understood to be the independent
25 adjuster assigned by Chubb to investigate the fire

1 claim; is that right?

2 A. Correct.

3 Q. And you are notifying on behalf of Knights
4 Inn, Haman, Inc., Knights Inn, that there is -- there
5 are differences with the settlement offer presented by
6 Chubb; is that right?

7 A. This letter isn't written on behalf of
8 Knights Inn, this letter is written on behalf of me
9 and advising him who we are and why we are and
10 essentially that.

11 Q. And that you feel more money is owed than
12 what's been offered or paid by Chubb; right?

13 A. It was clear to us that more money was due
14 than what had been paid for this loss as of the
15 writing of this letter by Chubb.

16 Q. And you stated that?

17 A. Oh, I haven't read the letter, if it states
18 that it states that, I'll trust you.

19 Q. Well, it says we have several -- I'm writing
20 to advise you that Haman, Inc., slash, Knight's Inn,
21 have several differences with the settlement offer
22 presented by your company on the above-referenced
23 loss. Is that what it says?

24 A. You read that correctly.

25 Q. And by that do you mean that you feel that

1 what Chubb has offered or paid in connection with the
2 fire claim has been inadequate, is that what you're
3 saying?

4 A. No, the sentence says that I am advising Mr.
5 Perich that Haman, Inc./Knights Inn has differences
6 with the settlement offer.

7 Q. So you're --

8 A. I also -- I just told you and have told you
9 previously that I also agreed our company agreed with
10 her that Chubb's evaluation of the loss as of this
11 date was far less than the actual loss sustained.

12 Q. And then further you're notifying him that on
13 behalf of Haman, Inc./Knights Inn the appraisal
14 provision was being invoked; is that what the purpose
15 of this letter is?

16 A. I enclosed a copy of the Appraisal Employment
17 Agreement so he could read for himself the things
18 we've already read and clarified, and thereby he knows
19 we have been employed as an appraiser for the
20 appraisal process and I'm asking him to select an
21 appraiser and let me know what their name is.

22 Q. And you're informing him the appraisal
23 process is being invoked also in this letter; correct?

24 A. I don't know that I say that in here.

25 Q. All right. Well, let me --

1 A. It's on the Appraisal Employment Agreement.

2 Q. Let me read the second sentence of the
3 letter: In their effort to resolve these differences
4 about the loss they have decided to invoke the
5 appraisal process of the policy and have employed me
6 to serve as their appraiser.

7 Is the purpose of this letter to put Chubb
8 and its representatives on notice that appraisal is
9 being invoked in connection with the fire claim?

10 A. Yes, we -- I did notify Brent Perich by
11 virtue of the copy of the Appraisal Employment
12 Agreement as well as what you just read, mostly
13 accurately of the second sentence, that his
14 policyholder has invoked the appraisal provision of
15 the policy and has employed me as their appraiser.

16 Q. Okay. You said I was mostly accurate in what
17 I read; what was I not accurate about what I read?

18 A. You didn't read appraisal provision
19 accurately, you used a different word than provision,
20 but you were close.

21 Q. The second sentence says: In their effort to
22 resolve these differences about the loss they have
23 decided to invoke the appraisal provision of the
24 policy and have employed me to serve as their
25 appraiser.

1 A. You got it perfect that time.

2 Q. So this letter along with the accompanying
3 copy of the agreement, the purpose was to inform Chubb
4 that appraisal under the policy for the fire claim was
5 being invoked; is that correct?

6 A. Correct.

7 Q. And you were doing that on behalf of Haman,
8 Inc. and the Knights Inn?

9 A. I'm doing that on behalf of me, I am the
10 appraiser, and I am introducing Mr. Perich to me and
11 explaining to him why I am who I am and why I'm
12 writing him this letter.

13 There are other things that the letter is
14 accomplishing, the insured needs a certified copy of
15 the policy, I'm requesting that.

16 Q. Sure, and we'll get to that, but I guess I'm
17 -- did somebody on behalf of Haman send a letter to
18 Chubb invoking the appraisal process, or is that what
19 this letter is?

20 A. The Appraisal Employment Agreement is Haman's
21 written notice to the carrier by her signature that
22 appraisal is being invoked.

23 Q. Okay. So the attachment to the letter that
24 you sent, the Appraisal Employment Agreement, a
25 redacted version of which is attached to your February

1 25, 2015 letter, that -- it's the agreement itself is
2 the notification to Chubb that appraisal has been
3 invoked, that's the demand for appraisal, and that you
4 have been hired as the appraiser; is that what you're
5 saying?

6 A. Close.

7 Q. Okay.

8 A. This is the insured's, Zarin's, Haman, Inc.'s
9 written notice by virtue of her signature that she is
10 invoking the appraisal provision of the policy.

11 Q. So it's the agreement between your company
12 and her company that is the invocation of the
13 appraisal process; is that what you're saying?

14 A. Yes, sir, I've said this repeatedly. Let's
15 read the second sentence again, we did earlier, of
16 paragraph 1: In this regard, THG is directed to
17 notify the carrier of the insured's invocation of the
18 appraisal provision of the policy and is hereby
19 appointed as the insured's appraiser. And her
20 signature is at the bottom of this, she's the one who
21 gave that directive and she is the one who invoked
22 appraisal.

23 Q. So then the whole of what we've marked as
24 Exhibit 40 for identification, the first page being
25 your letter to Mr. Perich --

1 MR. TAYLOR: By the way, Perich is
2 P-E-R-I-C-H.

3 Q. -- dated February 25, 2015, and the attached
4 redacted Appraiser Employment Agreement, the
5 combination of those two would serve as the invocation
6 of the appraisal process in connection with the fire
7 claim?

8 A. I don't think you need the letter to do it, I
9 think appraisal has been invoked pursuant to the
10 requirements within the policy in writing by virtue of
11 the Appraisal Employment Agreement.

12 Q. So you believe --

13 A. And then I sent it to Mr. Perich as I've been
14 asked to do by Zarin with a cover letter saying, hi,
15 I'm the appraiser.

16 Q. I'm just trying to understand. So then what
17 you're saying is the second page of Defendant's
18 Exhibit 40 that we marked for identification, the
19 redacted version of the Appraisal Employment Agreement
20 is in fact the invocation of the appraisal process,
21 the demand for appraisal?

22 A. By Zarin, yes.

23 Q. In connection with the fire claim?

24 A. Correct.

25 Q. Now, in the last paragraph of the letter you

1 offer: If you would like to get a better
2 understanding of the differences that exist, or if you
3 would like to make one last effort to resolve the
4 matter prior to entering the formal appraisal process,
5 please contact me as I would be happy to meet you on
6 site in my role as Haman, Inc., slash, Knights Inn,
7 Zarin Visram's appraiser, to go through the
8 differences and review the items in dispute. Is that
9 what it says?

10 A. You read that correctly.

11 Q. So you are offering to meet out at the site
12 with representatives of Chubb or Mr. Perich in an
13 effort to resolve the fire claim without it formally
14 going to the appraisal process; is that an accurate
15 description of what you're trying to accomplish here,
16 or suggesting?

17 A. It's simply an offer, it's a courteous offer
18 because of the many times past that carriers have
19 asked for this before we even included this in a cover
20 letter. Carriers have a right to understand
21 differences before they go into appraisal, and I am
22 being courteous and just saying, look, if you want to
23 better understand the differences I'll meet you at the
24 site, give you a copy of the estimate and we're happy
25 to be cooperative as much so if you have any interest

1 in doing that.

2 Q. You're also offering to attempt to resolve
3 the claim, aren't you, in advance of -- rather than
4 going formally to appraisal; is that not what it says?

5 A. No, I can't resolve the claim, if -- here's
6 the way this would work, it's the way it always works,
7 if Chubb had said yes and then they get a copy of my
8 estimate, first thing they do is they wait until we
9 get our estimate completed, and then they have any
10 reason to want to meet at the site with me I'm happy
11 to do that, there will be additional communications
12 between us whereby I make it clear I'm not coming to
13 the meeting to negotiate or to try to work this out,
14 that's not my role, I'm only going to be there to
15 answer questions about my loss evaluation, and then if
16 you decide after that there's any reason to increase
17 your offer to your insured you do that, you send it
18 directly to your insured and your insured will decide
19 if that settles it or if they still want to proceed
20 with appraisal. That's the way it works.

21 Q. If you would like to get a better
22 understanding of the differences that exist or would
23 like to make one last effort to resolve the matter
24 prior to entering the formal appraisal process, please
25 contact me as I would be happy to meet you on site.

1 Is that right?

2 A. You read that correctly.

3 Q. The purpose of saying that is to meet out at
4 the site to see if maybe the claim can be resolved
5 before formally going to appraisal; is that right?

6 MR. CONCHIN: Object to form.

7 BY MR. TAYLOR:

8 Q. Is that what the intent is?

9 A. The --

10 Q. Is that what the intent of you saying that in
11 your letter?

12 A. I'm going to answer you when you're finished
13 asking me that same question three times.

14 MR. CONCHIN: It's already been asked
15 and answered.

16 A. Yes, if Chubb wants to understand the
17 differences and then after that they want to make some
18 additional offer to resolve it, we are all for that,
19 and -- but the way I described to you is the way it
20 works.

21 I do not in my role as an appraiser negotiate
22 the settlement, that's not what I do, that's not what
23 I ever do, all I do is talk about the loss and we'll
24 discuss my valuation of the loss, and if the carrier
25 decides they want to, once they know the differences,

1 make an additional effort to resolve the matter, which
2 means they are going to increase their settlement
3 offer, that goes straight to the insured and it's the
4 insured who decides whether they are going to settle
5 it. That's the way it works.

6 BY MR. TAYLOR:

7 Q. I understand. But you would convey that
8 information to the insured?

9 A. What information?

10 Q. If you were to meet say Mr. Perich out at the
11 site and more money was offered at that point then
12 you're the person who would then convey that directly
13 to Ms. Visram?

14 A. No, more money is never offered there at that
15 meeting on site, we do a walkthrough, we talk damages,
16 they usually have my estimate in hand, they -- we
17 would point things out, this is why we had this, they
18 want to understand our loss valuation, we provide that
19 information.

20 They go back to their office and they then
21 amend their estimate if they are so inclined or not,
22 and when they are inclined they've been instructed by
23 me whatever amendments you decide to offer send those
24 directly to your policyholder, you're welcome to copy
25 me because they're probably going to call me and say,

1 you know, what does this mean, what have they left
2 out, tell me how much loss they have now added and
3 that sort of thing, but that's the way it works and
4 that's the way it would have worked in this case had
5 they decided to do that.

6 Q. And then they could contact then Haman, Inc.
7 directly or Ms. Visram directly?

8 A. Correct.

9 MR. TAYLOR: By the way, Zarin is
10 Z-A-R-I-N, Visram is V-I-S-R-A-M.

11 A. Yes, they would -- they could contact her
12 directly at any time during the appraisal process, all
13 the time. I'm not in a representative capacity as an
14 appraiser.

15 Q. So even as a -- well, did you ever respond to
16 communications where the company would communicate
17 with Ms. Visram and then you would provide the
18 response, did you ever do that in this claim?

19 A. I think so, there were a number of times that
20 Ms. Visram wanted help. First she wanted to
21 understand why is this happening this way, and then
22 she wanted help communicating, and I'm always happy to
23 do that, sure, but the carrier can -- there is no
24 change in the communications between the carrier and
25 their policyholder, I have not stepped in as an

1 appraiser in a representative capacity, never do,
2 appraisers don't do that, they don't serve in that
3 capacity.

4 Q. Their job is to appraise the loss and come to
5 a -- issue an appraisal award?

6 A. A valuation of the loss, work with an
7 appraisal panel, the appraiser assigned by the carrier
8 and the umpire agreed to by us, and two out of the
9 three of us will finally decide what the actual
10 measure of the loss is, so that's who I work with is
11 the appraisers.

12 Q. And technically the umpire doesn't really get
13 involved in that, he only gets involved where there's
14 a disagreement between the two appraisers; right?

15 A. You're correct.

16 Q. Because any item that the two appraisers
17 agree on the umpire is not involved?

18 A. Correct, because you've got two already that
19 agree.

20 Q. If you look at the second page of Defendant's
21 Exhibit 40, which is the redacted version of the
22 Appraisal Employment Agreement, you have redacted
23 almost all of paragraph 3; is that correct?

24 A. Correct.

25 Q. In fact the only -- there's only a portion of

1 the first sentence that remains; is that right?

2 A. Everything after the dollar sign.

3 Q. So the only thing that's left is the insured
4 agrees to pay THG, The Howarth Group, in consideration
5 for its services an hourly rate of dollar sign and
6 then the rest is redacted?

7 A. Correct.

8 Q. What was the reason for redacting the rest of
9 section 3?

10 A. Always have. In our opinion it's not the
11 insurance company's business what our hourly rate is
12 or the terms of how we handle the expenses, it's just
13 important for them to know appraisal has been invoked,
14 we've been hired, we're billing by the hour.

15 Q. Does the insurance company have the right to
16 know that The Howarth Group has already expressed to
17 the insured the opinion that the amount proposed by
18 the carrier to the insured is inadequate?

19 MR. CONCHIN: Object to form. You're
20 asking him what the insurance company knows or should
21 know.

22 BY MR. TAYLOR:

23 Q. You can answer the question.

24 A. Say that again.

25 Q. Did the insurance company have the right to

1 know that THG, The Howarth Group, had expressed to the
2 insured the opinion that the amount proposed by the
3 carrier to the insured is inadequate?

4 A. Does the carrier have a right to know? Well,
5 they did know, they did know that, that was --

6 Q. No, no, no, no, no --

7 A. -- communicated to them clearly. Hang on,
8 let me finish answering your question. There's no
9 reason for us to hide the fact that I as an appraiser
10 have an opinion that their evaluation does not measure
11 up to the actual loss amount, and that was clear to
12 them I think probably from day 1.

13 Q. So the insurance company does have a right to
14 know that you believed that the amount proposed by the
15 insurance carrier was inadequate?

16 A. Well, sure, they did know.

17 Q. Why did you redact that portion of paragraph
18 3 then when you sent the agreement in?

19 A. It's just we redact everything after the
20 dollar sign, it's easier, but we didn't hide that from
21 them, they already know that or they wouldn't have
22 gotten this letter if we didn't agree with their
23 policyholder.

24 MR. TAYLOR: Excuse me just a minute.

25 Let's go off the record for just a minute.

1 THE VIDEOGRAPHER: Off the record at
2 12:05.

3 (Discussion off the record at
4 12:05 p.m.)

5 THE VIDEOGRAPHER: Back on the record
6 at 12:06.

7 BY MR. TAYLOR:

8 Q. Mr. Howarth, let me show you what I've marked
9 as Defendant's Exhibit 41 for identification.

10 (Reporter marks document as
11 Defendant's Exhibit No. 41 for
12 identification.)

13 Q. And this appears to be the Appraisal
14 Employment Agreement that The Howarth Group entered
15 into with Haman, Inc. d/b/a Knights Inn in connection
16 with the wind claim; is that right?

17 A. Correct.

18 Q. And it's showing a date of loss for the wind
19 claim of April 28, 2014?

20 A. Correct.

21 Q. And the date of this agreement, it was signed
22 on June 15, 2015; is that right?

23 A. Correct.

24 Q. Not quite 14 months after the wind storm
25 that's being claimed; is that right?

1 A. Looks like your math is pretty close.

2 Q. And is this signed on behalf of The Howarth
3 Group by Mr. Bodor?

4 A. Looks like Bruce Bodor again, yes.

5 Q. Just like with regard to the fire claim?

6 A. I think so, yeah.

7 Q. How is it that this came about, you know,
8 that you-all were retained in connection with the wind
9 claim?

10 A. As I remember it was Arthur Grandinetti who
11 was at the site doing his inspections of the fire loss
12 who noticed what he said was a lot of wind damage,
13 storm damage. He took some photos of it and it was
14 pretty obvious, yeah, there's missing metal, pieces of
15 roofing missing, bent, hanging, swinging in a variety
16 of places, and he called me to say, you know, have
17 they filed -- is this claim pending, what's the deal,
18 and of course I didn't know, I alerted Bruce, and for
19 all we knew she already had a claim going on that, and
20 so Bruce contacted Zarin, found out the facts that --
21 as I remember she didn't even know about it, and so we
22 encouraged -- well, we advised her, look, you have a
23 lot of wind damage to your building and you should
24 file a claim, so as I remember that was her first
25 notice she had, she did go ahead and file a claim,

1 and, you know, she wanted us to handle it, no, we
2 can't, just file the claim, give Chubb a chance to do
3 the right thing, let them come out and value the loss,
4 and they did, they came out and they paid for some
5 damage, but not near enough.

6 Q. And then they decided to hire you?

7 A. Yes, once there was a disagreement about the
8 amount of the loss between Knights Inn and Chubb then
9 it was ripe for appraisal, and she decided to take
10 this to appraisal as well.

11 Q. Well, let's talk about that disagreement.
12 Had an estimate been provided by anyone on behalf of
13 Haman, Inc. to Chubb to indicate that Chubb's estimate
14 of the damages was wrong by the time this contract had
15 been executed that we've marked as Exhibit 41 for
16 identification?

17 A. I know we hadn't, I don't know that -- as I
18 sit here I don't know that anyone else had.

19 Q. Did Chubb know there was a disagreement until
20 you got involved?

21 A. I don't know, I wasn't part of the
22 communications between Zarin and Chubb on the wind
23 loss until Zarin contacts us and says this is not
24 going to work, they are not going to pay for all the
25 damage and can this go to appraisal, and we said yes,

1 certainly.

2 Q. On what date did Mr. Grandinetti inform you
3 that he saw what he believed to be wind damage?

4 A. I don't remember the date, as I remember from
5 the file he was there the first quarter of 2015, if
6 I've got my dates right, and it was during his
7 inspection -- he was there for the fire then, and it
8 was during his inspection of the fire loss that he saw
9 the wind damage to the building.

10 Q. With the exception of the parts where there's
11 handwriting on Exhibit 41, is it identical to the
12 agreement that was signed in connection with the fire
13 claim that we've marked as Exhibit 40 for
14 identification -- excuse me, Exhibit 39 for
15 identification.

16 A. I don't know, it probably is but without
17 putting them side by side under oath comparing every
18 word of every paragraph, I can't say yes to that but
19 it's probably very similar, if not almost identical.

20 Q. And in this case it says that The Howarth
21 Group is directed to notify the carrier of the
22 insurance invocation of the appraisal process of --
23 appraisal provision of the policy and is hereby
24 appointed as the insurance appraiser as required by
25 the policy. Is that what it says?

1 A. Correct.

2 Q. And then with regard to paragraph 3, same
3 hourly rate, \$375 plus expenses, right, per hour?

4 A. Correct.

5 Q. And same second sentence: However, because
6 The Howarth Group has expressed to the insured the
7 opinion that the amount proposed by the carrier to the
8 insured is inadequate, you've notified again Haman,
9 Inc. of your belief. Is that right?

10 A. Correct.

11 Q. Was it you that did that or was it Mr. Bodor
12 that did that or was it somebody else on behalf of The
13 Howarth Group that informed Ms. Visram of The Howarth
14 Group's belief that what the insurance company had
15 either paid or offered was inadequate?

16 A. For the wind loss?

17 Q. Yes.

18 A. Could have been all three of us, Arthur,
19 Bruce or me, I just don't remember as I sit here.

20 Q. What about with regard to the fire claim?

21 A. With regard to the fire claim it was -- I
22 don't think Arthur was involved in the fire claim
23 before we got the agreement, it was simply Bruce and
24 myself, might have included Dennis.

25 Now, who talked to her, whether we had a

1 conference call, I can't remember.

2 Q. How many times have you visited the site?

3 A. At least two times.

4 Q. Were you with anybody?

5 A. One time, no, I was there by myself. I'm
6 trying to remember.

7 Q. Let's do it this way, approximately when was
8 the first time you were there at the Knights Inn in
9 Bessemer?

10 A. I don't remember as I sit here, I can't give
11 you dates. When I read the earlier depositions I think I
12 gave an answer that my first visit was prior to Arthur
13 getting there, but I just can't remember as I sit
14 here.

15 Q. When Mr. Grandinetti contacted you to say,
16 hey, I see what I think is wind damage out there, do
17 you know whether the hotel, the Knights Inn, was still
18 in operation and that they had guests and people --
19 some people living there on a permanent basis, do you
20 know that?

21 A. No, not as I sit here, I don't have that
22 knowledge on the top of my head.

23 Q. In connection with the fire claim, the
24 Appraisal Employment Agreement that we've marked as
25 Exhibit 39 for identification, was signed on January

1 29, 2015; right?

2 A. I trust you, if you've got it in front you, I
3 don't have it in front of me, I think that's the
4 correct date.

5 Q. How long after that date did you visit the
6 site for the first time?

7 A. I wish I could tell you what date I was
8 there, I can't remember.

9 Q. And the date that your company was retained
10 in connection with the wind claim was June 15, 2015,
11 as reflected in the agreement we've marked as Exhibit
12 41 for identification.

13 By this time had you already visited the
14 site?

15 A. Yes, I'd already visited it once, I think the
16 second time was after -- was more related to the wind
17 claim.

18 Q. So the first time you visited related to the
19 fire claim?

20 A. Correct.

21 Q. So that would put us somewhere between
22 January and June of 2015?

23 A. Correct.

24 Q. Sometime in that six-month period?

25 A. Correct.

1 Q. Who was with you at the time of the first
2 time you visited the Knights Inn in Bessemer sometime
3 during that six-month period in 2015?

4 A. I think that one was -- I was by myself, it's
5 the second one that I can't remember whether I was
6 there with at the time Arthur or Sarah was there,
7 whether Bruce was there with me, I just can't
8 remember. They both may have been by myself.

9 Q. When you visited the first time by yourself
10 between January and June of 2015, how long were you
11 there?

12 A. It was a one-day trip, so I was there -- I
13 didn't have to spend the night, so I was there for
14 less than a day.

15 Q. Could you be a little more specific in terms
16 of how many hours were you at the site?

17 A. I can't.

18 Q. And that would have been just to inspect the
19 one building in connection with the fire claim?

20 A. Just the fire, yeah, walking through the
21 units, so it was more than an hour, less than eight.

22 Q. Okay. Was it more than four hours?

23 A. Oh, I can't -- I don't want to get anymore
24 specific than I've give you.

25 Q. Did you get up on the roof at that time?

1 A. Not for the fire loss, no, I didn't pay any
2 attention to the roof. I'm a little ashamed of that,
3 that my own employees noticed the wind damage and I
4 didn't.

5 Q. Was it -- did you visit the site before Mr.
6 Grandinetti had contacted you about his observation of
7 what he believed to be wind damage?

8 A. In my -- one of my first two depositions I
9 mentioned as best I remember that I thought I was
10 there before the Grandinettis arrived to do their
11 scoping of that loss, so, no, I wouldn't have known
12 about the call from Arthur when he saw the wind damage
13 at the time I was there for the first time for the
14 fire inspection.

15 Q. And if Chubb was not notified until the end
16 of March of 2015 about the wind claim would that mean
17 that your visit was sometime between January 2015 and
18 the end of March 2015?

19 A. It would have been -- I think, yes, I think
20 that's a fair statement, it would be between those
21 dates.

22 Q. So we've now narrowed it down to a
23 three-month period when you were there?

24 A. I think that's right.

25 Q. When you went down to Bessemer to visit did

1 you drive down or fly down?

2 A. I don't know.

3 Q. If you drove how far a drive is that?

4 A. I don't know, I'd have to Mapquest it.

5 Q. But your recollection is you went up and back
6 in the same day?

7 A. My visit to the site was -- only took one
8 day, in other words I didn't spend the night, didn't
9 require two days to be there, so -- now, whether I was
10 at some other loss nearby that I flew to and then
11 drove to Bessemer, did my inspections, drove back and
12 flew home or how that happened, that kind of thing
13 happens all the time, it is a constant in my business
14 where I am in an area and I've got other losses that I
15 want to go visit, inspect or participate with a
16 marketer to meet with, so -- and I just -- I can't
17 remember the specifics, wish I could, I'd tell you.

18 Q. Do you feel like you were actually visiting
19 the site for a full day?

20 A. You keep asking me the same question and I'm
21 going to keep giving you the same answer, I was there
22 more than one hour, less than eight hours. I'm not
23 going any closer to that. I'm under oath here, and
24 you can keep pressing me but I'm just not going to
25 start guessing to precise numbers than that.

1 Q. Did you --

2 A. I'm not trying to be uncooperative, I'm doing
3 the best I can.

4 Q. Did you make any notes while you were
5 visiting the site or walking the site?

6 A. Probably not.

7 Q. Did you take any photographs?

8 A. No.

9 Q. So it was just an opportunity for you to
10 eyeball it yourself?

11 A. Correct.

12 Q. And nothing more?

13 A. On the first trip with the fire, correct.

14 Q. That's what I'm talking about.

15 A. Correct, that would have been the general
16 gist of it because I know I've got a team coming who's
17 going to do a detailed takeoff, they are going to have
18 questions of me, I need to get an understanding of the
19 loss better than I had, and they are going to take
20 hundreds and hundreds of photographs.

21 Q. Just so you understand, sometimes I ask these
22 questions because it does spark something, because now
23 we have now been able to narrow your visit was
24 sometime between January and June, now we got it down
25 to between January and March.

1 A. And that's great, that's great.

2 Q. So that's why I ask these questions. I'm not
3 trying to trick you, I'm just trying to find out how
4 long, you know, you were out there, and I'm going to
5 try to ask the questions in a way that might trigger a
6 memory.

7 A. Sure, no complaints.

8 Q. Fair enough. And then you visited a second
9 time after the wind claim was reported and you-all
10 started working on it; is that right?

11 A. I visited the wind claim after we were
12 employed as appraiser.

13 Q. Well, you-all were employed on June 15, 2015;
14 approximately how long after that date was your first
15 visit?

16 A. I don't remember, I only remember being there
17 one time after the wind claim, I wish I could
18 remember. The picture I have in my mind when you
19 asked me this is of a similar hotel but I'm there with
20 Dory, and Dory and I walked the roofing and I'm sure
21 that's not this Knights Inn because I just don't
22 remember that Dory was ever involved in this one, so
23 that's why -- that's the picture that hit my head, I
24 can see the place, got the mansard roof system with
25 the flat roof in the middle, and I'm just -- I can't

1 pull up that meeting at Knights Inn when I walked the
2 roofing because I don't think that was this one.

3 Q. You distinctly remember walking the roofing
4 at the Knights Inn at one time, though?

5 A. Yeah, yeah, I saw the roofing at Knights Inn.

6 Q. Do you think that either Sarah or Arthur
7 Grandinetti were there when you were walking the
8 roofing?

9 A. They could have been.

10 Q. Do you remember if Arthur Grandinetti walked
11 the roofing with you?

12 A. I can't tell you that when I was there at
13 Knights Inn Arthur or Sarah were there, I wish I
14 could, I wish I could remember it, so I can't even
15 begin to tell you that I remember they walked the roof
16 with me. If I had that picture -- the problem is the
17 picture I've got in my head is the wrong hotel I'm
18 sure, almost identical in styles and color, because
19 there are a lot of them that look like this, but I'm
20 sure Dory was not at this one.

21 Q. How did you get up on the roof?

22 A. I would have gotten up with a ladder, I'm
23 sure.

24 Q. You would have brought a ladder with you?

25 A. I don't know that I could have gotten on this

1 one with my ladder, so I wish I could tell you, I
2 don't remember.

3 Q. So you just don't remember whether you were
4 alone or whether somebody was with you?

5 A. That's correct, I can't remember on that
6 inspection and I can't pull up the picture of that
7 inspection.

8 Q. Did somebody from Haman, Inc., from the
9 Knights Inn, give you access to the roof?

10 A. I just can't remember. Zarin wasn't very
11 good at giving access, and by the time we were engaged
12 in the wind claim I think the manager was no longer
13 working there, so we would have arranged for access
14 either using some ladder available on site, I arrange
15 -- I bring a ladder that I can use, I've got ladders
16 that will fit into my airplane that would have gotten
17 me up there, but I just don't remember, I wish I could
18 remember, I could tell you.

19 Q. Did you examine all three roofs when you
20 visited?

21 A. I don't remember.

22 Q. You remember that you at least went on one
23 roof?

24 A. Yes.

25 Q. And how long did you spend looking at that

1 roof?

2 A. Just like with the fire loss inspection it
3 was a one-day trip, so I'm trying to get a -- what I
4 often do, almost always do, is after I've got an
5 expert's report I want to do my own inspection and own
6 evaluation to make sure that the team my expert
7 brought out has been accurate and thorough and that
8 I'm in agreement with what they are finding, and so if
9 I could remember specifically I could tell you whether
10 or not that was the case here, but I'm talking to you
11 in general. I just work best from my own opinions.

12 Q. When you visited the second time and went on
13 at least one roof had the repair estimate that Arthur
14 Grandinetti drafted already been prepared?

15 A. I don't remember, I wish I knew because if I
16 could picture myself, whether I've got an estimate or
17 not, the probability is that that inspection occurred
18 after I got the FBS report, but again, I'm guessing, I
19 don't remember specifically because that normally is
20 when I want to get back and walk a roof.

21 Q. After you receive the FBS report?

22 A. So I can double check my expert's work.

23 Q. How about with regard to the first visit, did
24 you have either the FBS report or the Grandinetti
25 estimate by the time you visited that one building

1 with the fire damage?

2 A. I say no because of my answer during I think
3 my first deposition of a year or two ago where I
4 remembered being there the first time prior to Arthur
5 and Sarah getting there, and so I didn't have either
6 his report or the FBS report, but I wanted to get a
7 better -- I wanted to gain an understanding of what we
8 had so I could help coach and guide Arthur in his
9 estimating work.

10 Q. Just referring back to what we marked as
11 Defendant's Exhibit 41 for identification, had The
12 Howarth Group expressed to Haman, Inc. doing business
13 as Knights Inn the opinion that the amount proposed by
14 the carrier to the insured was inadequate by the time
15 this was executed?

16 A. I'm sorry, say that question again.

17 Q. Had you, someone on behalf of The Howarth
18 Group, in fact notified someone at Haman, Inc. that
19 the amount paid or proposed by Chubb was inadequate by
20 the time this agreement, marked as Exhibit 41 for
21 identification, was executed?

22 A. Yes, of course, we do not take on an
23 appraisal job until we have decided that there is loss
24 that's not been properly valued and paid for by the
25 carrier because otherwise appraisal is not important,

1 it's not valid, and if the insured is trying to get
2 someone to do it we're not going to do it because I
3 don't agree, so, yes, we determined after she got the
4 estimates from Chubb they are far less than what they
5 should be for the kind of damage we're seeing on the
6 roofing.

7 Q. In your opinion?

8 A. Yes, it's always our opinion, I work from my
9 opinion, not anybody else's.

10 Q. And with regard to the fee, again, it's
11 capped at 30 percent of the net award, in other words
12 any amount above \$34,597 that had already been paid?

13 A. Correct, that's a cap of the net award,
14 correct.

15 Q. And of course the higher the award the higher
16 the cap?

17 A. Yes, but it doesn't change my fee.

18 Q. I understand.

19 A. Yeah, the math works like the you say, if the
20 additional settlement goes up 30 percent of that will
21 go up with it but it has no impact on my fee, I'm
22 keeping my time, keeping my hours and will bill them
23 for my time.

24 Q. Except that for example if the award above
25 34,000 -- if it came in at \$44,000, which is a \$10,000

1 net award or settlement, and if you have \$5,000 in
2 time in it then you don't get that full \$5,000; is
3 that right?

4 A. Correct, the cap applies or the hourly rate,
5 whichever is less.

6 Q. And then same as with the regard to the fire
7 claim, The Howarth Group is going to be -- according
8 -- by agreement with the Haman -- with Haman, Inc.,
9 The Howarth Group will be listed as a co-payee on any
10 additional check issued by Chubb in connection with
11 the wind claim?

12 A. Correct.

13 Q. Why is Mr. Bodor here signing on behalf of
14 The Howarth Group and why -- well, let me ask it this
15 way, is he going to be entitled to a portion of that
16 20 percent fee that we talked about for the intake?

17 A. Yes, same as the fire, we've covered that.

18 Q. Even though this was actually brought to you
19 as a result of a phone call from Mr. Grandinetti?

20 A. Mr. Grandinetti noticed the damage, Bruce
21 handled the securing of the agreement, Ms. Visram is
22 his client and so they will participate together in
23 the 20 percent.

24 Q. What's the longest telephone conversation
25 you've had with Ms. Visram in connection with either

1 the wind or the fire claim?

2 A. I have no idea.

3 Q. An hour, half hour, quarter hour?

4 A. I have no idea.

5 Q. You don't keep those records; right?

6 A. I don't have it to memory, if I kept the
7 records I don't have them in front of me, I don't have
8 that kind of memory over four years.

9 Q. I'll show you what's -- well, hang on a
10 second. Mr. Howarth, let me show you what has been
11 marked as Exhibit 42 for identification.

12 (Reporter marks document as
13 Defendant's Exhibit No. 42 for
14 identification.)

15 Q. And this is a very similar letter to the one
16 that you sent to Mr. Perich, but in connection with
17 the wind claim, and it's addressed to Randy Wilburn,
18 with a date of July 6, 2015; is that correct?

19 A. Correct.

20 Q. And attached to the letter is a redacted
21 version of the Appraisal Employment Agreement in
22 connection with the wind claim; is that right?

23 A. Correct.

24 Q. And the exact same part of the agreement is
25 redacted as with regard to the fire claim, in other

1 words paragraph 3 after the dollar sign?

2 A. Correct.

3 Q. And you sent this to Mr. Wilburn at Chubb.
4 Are you aware that Mr. Wilburn is not an employee of
5 Chubb?

6 A. I don't think I am or was aware of that.

7 Q. And as directed by Ms. Visram you're
8 notifying Mr. Wilburn that the appraisal provision of
9 the policy has been invoked and that you will serve as
10 the appraiser in connection with the wind claim; is
11 that right?

12 A. Correct.

13 Q. And you make the same offer to him that you
14 made to Mr. Perich, Mr. Perich being in connection
15 with the fire claim; right?

16 A. Correct.

17 Q. And Mr. Wilburn in connection with the wind
18 claim?

19 A. Correct.

20 Q. You made the same offer, that you are willing
21 to meet him at the site in order to provide a better
22 understanding of the differences that exist or if
23 there is any interest in making an effort to resolve
24 the matter before entering the formal appraisal
25 process; is that right?

1 A. You generally are right, same as the previous
2 letter and our discussion on the fire loss.

3 Q. In fact except for who the letter is
4 addressed to in the RE line the letters are identical,
5 aren't they?

6 A. Probably.

7 Q. Did you have an estimate of repair to provide
8 to Mr. Wilburn that outlined the differences between
9 Chubb's estimate of the damages and Haman or The
10 Howarth Group's estimate of the damages as a result of
11 the wind claim?

12 A. Eventually we did.

13 Q. No, I'm talking about at the time you sent
14 this letter.

15 A. No, no, as I remember we didn't have --
16 there's no reason for us to do an estimate on the wind
17 claim until after we've been employed, and that's when
18 Arthur and Sarah went back out to do a valuation of
19 the wind claim, so it would have been well after this
20 letter date that I had our estimate, and we could have
21 then done a spreadsheet to show the differences. We
22 don't just do an estimate on the differences, we do an
23 estimate on the loss.

24 Q. Did Haman, Inc. -- well, an estimate -- your
25 estimate of the loss versus someone else's estimate,

1 you put them next to each other you'll be able to tell
2 the differences; right?

3 A. Correct.

4 Q. Did Haman, Inc. have any kind of an estimate
5 to provide to Chubb that would indicate what the
6 differences between Chubb's estimate of the damages
7 are and what Haman's estimate of the damages were at
8 the time this letter was sent?

9 A. Not that I remember.

10 Q. And with regard to the letter sent to Mr.
11 Perich on February 2015 -- I'm sorry, February 25,
12 2015, in connection with the fire loss, where he's
13 notified that appraisal is -- or has been invoked, did
14 Haman, Inc. have any information to provide to Mr.
15 Perich to indicate where the differences were in the
16 assessment of the loss?

17 A. At the time of the letter, probably not,
18 which is why we offered the courtesy, insurance
19 companies usually would like to understand that.

20 Q. So at the time then that the letter to Mr.
21 Perich was sent in February of 2015 there was no
22 information at that time to provide to Chubb that
23 would identify the differences or disagreement over
24 the assessment of the loss; is that right?

25 A. We didn't have any, we hadn't prepared any

1 estimating yet, that's what we do after we're
2 employed, and we notified Mr. Perich right after we
3 were employed and were getting to work with doing our
4 job of valuing the loss.

5 Now, I don't remember as I sit here that
6 Zarin had anything that she'd shared with them, but at
7 least as far as we're concerned we did not.

8 Q. And the same question in connection with the
9 wind loss when the July 6, 2015 letter was sent, was
10 any information provided to Mr. Wilburn or anyone else
11 on behalf of Chubb at the time that this letter was
12 sent that would indicate what the difference was
13 between either you or Haman, Inc. and Chubb as to the
14 assessment of the damages?

15 A. Not -- not anything that I know of from us.
16 What might have happened between her and this
17 gentleman, Mr. Wilburn, prior to our being employed
18 during the course of the claim, I can't speak to that.

19 Q. Okay. Well, in connection with the February
20 2015 letter that you sent to Mr. Perich, you indicate
21 that there are several differences with the settlement
22 offer presented by your company, those are your words;
23 right?

24 A. Right.

25 Q. And did you have anything to offer to Chubb

1 at that time when you sent that letter that identified
2 those differences?

3 A. I could have added a few more words, there
4 are differences related to the metal, differences
5 related to the flat roof section, the EPDM system,
6 but, no, we don't have anything specific, we're
7 letting him know appraisal has been invoked, it's
8 being invoked because of differences about the amount
9 of loss, and we're just getting started.

10 Q. So you're basically saying we have a
11 difference but I can't tell you what all those
12 differences are yet --

13 MR. CONCHIN: Object to form.

14 BY MR. TAYLOR:

15 Q. -- because I haven't done my estimate?

16 MR. CONCHIN: Object to form.

17 BY MR. TAYLOR:

18 Q. Is that essentially it?

19 A. It's not my job as Zarin's appraiser to let
20 her insurance company know what the differences are.

21 Q. Whose job is it?

22 A. Unless the insurance company asks or would
23 like for that to happen. The differences exist before
24 we're employed as an appraiser between Zarin and
25 Chubb.

1 Q. Had Chubb ever been made aware of any of
2 those differences in connection with the fire claim by
3 the time you demanded appraisal?

4 A. I've answered that, I've told you I -- what
5 communications went on during this claim process
6 between Zarin and Chubb leading up to Chubb's finally
7 coming up with this estimate that Zarin shared with
8 us, I don't know, you'll have to ask Zarin or ask
9 Chubb because I'm not a part of that process.

10 Q. Had Chubb been provided with any information
11 either by your company or anyone on behalf of your
12 company or on behalf of Haman, Inc. that indicated
13 what the differences were in connection with the wind
14 claim when you sent the letter dated July 2015?

15 A. Not from us, I think that's your answer. It
16 was a long question, I'm trying to follow you. We had
17 -- I've answered this now two times -- we had not sent
18 anything to Chubb regarding the differences between
19 Zarin and Chubb on the wind claim or between THG and
20 Chubb on the wind claim before the date of this
21 letter. Did that answer your question?

22 Q. I think it's the same answer --

23 MR. CONCHIN: It is.

24 BY MR. TAYLOR:

25 Q. -- as it relates to the fire claim; is that

1 right?

2 A. Yes, same answer as relates to the fire
3 claim.

4 Q. I'll show you what's been marked as Exhibit
5 43 for identification.

6 (Reporter marks document as
7 Defendant's Exhibit No. 43 for
8 identification.)

9 Q. And this is a screen shot that I took of your
10 website probably about a year or so ago; do you
11 recognize this as being at least at one time a part of
12 your website?

13 A. Looks like it could have been.

14 Q. And --

15 A. But I can't vouch for it, and the site gets
16 changed all the time.

17 Q. I will tell you this what's right here that
18 I'm showing you is not there as of yesterday because I
19 checked again.

20 A. Okay.

21 Q. But this was here at least back around 2016,
22 '17, '18, somewhere in that range whenever I got
23 involved.

24 A. Dennis handles the website, I don't get
25 involved in that.

1 Q. I understand. And Our Promise, three decades
2 of experience enables us to guarantee that if we take
3 on your claim as your Tennessee public adjuster,
4 Kentucky public adjuster, Mississippi public adjuster
5 or Alabama insurance appraiser we will increase your
6 settlement or you owe us nothing. That's what at
7 least at one time the website said; right?

8 A. I'm going to trust that you -- this is truly
9 something you pulled from our website and trusting
10 your representation of that.

11 Q. I will state in my place and represent to you
12 that we pulled this off of your website approximately
13 two years ago.

14 A. Okay. And relying on your representation of
15 that, I've got no way to prove it, or disprove it,
16 then, yes, you read that accurately.

17 Q. And then further: Simply stated, our clients
18 keep 100 percent of what the insurance company
19 initially offers them and we are compensated only on a
20 small percentage of the additional monies we get for
21 them. Is that right?

22 A. You read that correctly.

23 Q. Notwithstanding my representation that I have
24 pulled this off, do you remember this ever being part
25 of your website?

1 A. I don't, I've had little involvement in the
2 website, but I've looked at it on occasion, pretty
3 rare, and this looks like it could have been on there.

4 Q. That's your logo, The Howarth Group logo?

5 A. It is.

6 Q. Is that your telephone number up at the top,
7 800-647-2236?

8 A. I think it is, I never dial our 800 number,
9 but I think that's it.

10 Q. And the web address info,
11 @thehowarthgroup.com?

12 A. Yeah, that I think goes straight to Dennis.

13 Q. Just trying to take -- does this look like it
14 was part of your website at least at one time?

15 A. Look, I'm trusting your representation that
16 you took it from it, that's as far as I'm going to go,
17 and, yeah, it looks like it could have come from our
18 website, the colors are as I remember them.

19 Q. Now, the two agreements that we've talked
20 about that we marked as Exhibits 39 and 41 for
21 identification, are they still in place?

22 A. No.

23 Q. They have been canceled or what have you?

24 A. Yes.

25 Q. When were they canceled?

1 A. As soon as Chubb decided not to allow Ms.
2 Visram and Knights Inn to enjoy their right to
3 appraisal in the policy.

4 Q. What date was that determined?

5 A. That will be in the Chubb file, I don't
6 remember as I sit here.

7 Q. Are you familiar with Chubb's position as it
8 relates to appraisal on the fire claim?

9 A. Sure, Chubb agreed that appraisal was
10 appropriate, named their appraiser, their appraiser
11 and I agreed to an umpire, we had worked for quite a
12 while and had a meeting date set with the umpire to
13 wrap it up, one more meeting, this thing was over, and
14 Chubb pulled the rug out on us.

15 Q. I'm talking about do you understand what
16 their position -- what Chubb's position is now.

17 A. I don't.

18 Q. You don't know that Chubb agrees that
19 appraisal is appropriate but it just has an objection
20 to you serving as the appraiser?

21 MR. CONCHIN: Object to form.

22 A. That was never communicated.

23 MR. CONCHIN: Object to the form.

24 A. At any time.

25 BY MR. TAYLOR:

1 Q. That's not been communicated to you?

2 (Undiscernible crosstalk.)

3 MR. CONCHIN: -- the appraisal the
4 entire time.

5 A. No, that's been concocted since, clearly.

6 BY MR. TAYLOR:

7 Q. And are you aware that as it relates to the
8 wind claim that it has now resisted appraisal because
9 there are coverage issues that have to be resolved
10 first?

11 MR. CONCHIN: Object to the form.

12 BY MR. TAYLOR:

13 Q. I'm just asking if you're aware of that.

14 MR. CONCHIN: You're asking him about
15 legal matters or --

16 MR. TAYLOR: I'm just asking if he's
17 aware of that.

18 A. No, again, with the wind claim they named
19 their appraiser, their appraiser and I agreed to the
20 umpire for the wind claim, we had not -- we had agreed
21 we would handle the fire claim first and then the wind
22 claim second.

23 BY MR. TAYLOR:

24 Q. And then you were notified by that appraiser
25 that, oops, I made a mistake, I was never retained in

1 connection with the wind claim; right?

2 A. No.

3 Q. That's not correct?

4 A. He notified me he was retained for the wind
5 claim, Mr. Perich notified me he was retained for the
6 wind claim, and --

7 Q. Mr. Perich notified you with regard to the
8 wind claim?

9 A. There's an e-mail from Mr. Perich that made
10 it clear that --

11 Q. On the wind claim?

12 A. On both claims, all damages that were in
13 dispute, and then Mr. Bushman advised me that Chubb
14 had changed their minds about him being the appraiser
15 on the wind claim.

16 Q. We'll get to that in a little bit.

17 A. Well, we're getting to it now because you
18 brought it up.

19 Q. I know. Well --

20 A. So I'm just correcting your --

21 Q. We'll get there. When were you formally
22 retained as an expert witness in this litigation?

23 A. I don't know the exact date but it would have
24 been right after Chubb pulled the rug out from under
25 the appraisal process and Ms. Zarin employed Mr.

1 Conchin's office.

2 MR. TAYLOR: Object to the
3 responsiveness of the answer.

4 MR. CONCHIN: Asked and answered.

5 A. What are you objecting to?

6 BY MR. TAYLOR:

7 Q. You didn't answer the question I asked, which
8 was --

9 A. Okay, I'm sorry.

10 Q. -- just the date that you were formally
11 retained as an expert witness in this case.

12 A. Well, and I said -- I did answer that, I said
13 I don't know the date but I tried to help you out with
14 a rough time. Do you want me to stop doing that?

15 Q. If you know the date give me the date, if I
16 want more I'll ask you for it.

17 A. Okay. I'll stop all commentary, I'll give
18 you just short and sweet.

19 Q. Is there a written agreement that reflects
20 your retention as an expert in this case?

21 A. I don't remember.

22 Q. Is there correspondence between you and maybe
23 Mr. Conchin outlining your retention as an expert and
24 your role and what you'll be providing expert
25 testimony on?

1 A. Could be, I just don't remember.

2 Q. If there is I'm going to request that as
3 well, if you would please find that, if it exists, and
4 provide that to Mr. Conchin to forward on to me; okay?

5 A. Sure. Most of the time it's verbal with
6 frankly all the firms that I've worked with in the
7 past, but occasionally there is something in writing,
8 and if I've got something in this case I'll be glad to
9 send it to you.

10 Q. What is the hourly rate that you are charging
11 in order to serve as an expert witness in this case?

12 A. I think it's 225, but it's reflected in the
13 documents.

14 Q. In which documents, in the --

15 A. One of the ones we've already looked at.

16 Q. Okay. In what we marked as Exhibit 38 for
17 identification?

18 A. You're asking me to remember exhibit numbers,
19 look, this is -- I don't know, it's in one of the ones
20 we looked at.

21 Q. At the end of your CV there's an Expert Fee
22 Scheduling Conditions, is that what you're referring
23 to, that page?

24 A. Yes, sir, if that's the one that says 225; is
25 that what it says?

1 Q. \$225 an hour.

2 A. Then that's the document that I was just
3 referring to, yes, sir.

4 Q. And you've not been paid a retainer?

5 A. No, sir, I don't charge a retainer on these.

6 Q. And you haven't been paid any amount as of
7 today?

8 A. I've not billed any amount as of today.

9 Q. And according to your testimony earlier you
10 won't be sending a bill until the case is over?

11 A. That's correct, but I will send a bill when
12 the case is over regardless of the outcome, that's the
13 agreement, I get paid --

14 Q. Regardless?

15 A. Regardless.

16 Q. So there does not have to be an additional
17 recovery by Haman, Inc. in order for you to be paid
18 and receive payment as -- for your services as an
19 expert witness in this case?

20 A. That's correct.

21 Q. Was it Mr. Conchin that contacted you to
22 retain you as an expert in this case?

23 A. Probably.

24 Q. Or was it somebody else from his office?

25 A. I just don't remember, I say probably because

1 Mr. Conchin is here today and he's been I think the
2 lead attorney on this file from day 1 as best I can
3 remember.

4 Q. How well do you know Mr. Conchin?

5 A. I have a great respect for Mr. Conchin as an
6 attorney, as a hard worker.

7 Q. Are you friends?

8 A. We don't do things socially, we don't play
9 golf together like I do my golfing friends, but I
10 would consider Mr. Conchin a friend, frankly -- shoot,
11 I consider you a friend.

12 Q. Well, thank you.

13 A. We almost went and got tea together.

14 Q. Almost, then you bailed on me.

15 A. I did, not a very friendly thing to do, was
16 it? E-mail was pushing me.

17 MR. TAYLOR: Why don't we go off the
18 record, it's about one o'clock.

19 THE VIDEOGRAPHER: Off the record at
20 12:51.

21 (Whereupon, a recess was
22 taken at 12:51 p.m.)

23 THE VIDEOGRAPHER: Back on the record
24 at 1:51.

25 BY MR. TAYLOR:

1 Q. Mr. Howarth, let me show you what's been
2 marked as Exhibit 44 for identification.

3 (Reporter marks document as
4 Defendant's Exhibit No. 44 for
5 identification.)

6 Q. And this is Haman -- it says LLC but it's
7 Haman, Inc.'s designation of expert witnesses. Have
8 you ever seen this document before?

9 A. I think have, just can't remember as I sit
10 here.

11 Q. Well, the first two pages relate to your
12 testimony or your anticipated expert testimony in this
13 case.

14 A. Right.

15 Q. And did you have any role in preparing what
16 is stated here in this expert witness disclosure?

17 A. I would have, yes.

18 Q. Could you go through and tell me what part
19 you provided to Mr. Conchin's office to stick into the
20 disclosure?

21 A. I can't.

22 Q. I'm sorry?

23 A. I can't do that, it would be a collaborative,
24 I don't know that there is a part that I can assign to
25 me or a part that I can assign to something, this

1 would have happened almost a year ago, so I can't do
2 that.

3 Q. And of course if we go back in addition to
4 what's there with the disclosures then we get to
5 Exhibit A, which relates to your testimony, correct,
6 that's what it says in the disclosure?

7 A. You're asking me if the disclosure says that
8 Exhibit A relates to my testimony?

9 Q. Yes.

10 A. I'll just have to read it unless you want to
11 direct me to somewhere.

12 Q. Well, if you look starting at the bottom of
13 page 1 to the top of page 2, does Exhibit A, that we
14 previously marked as Exhibit 38 for identification,
15 relate to this disclosure?

16 A. Yes, looks like it does.

17 Q. And I pulled Exhibit 38 for you so that you
18 have it in front of you in case you need to refer to
19 it.

20 A. Okay.

21 Q. If you look at the second page of Exhibit A,
22 that we've marked as Exhibit 38 for identification, do
23 you see where it shows -- it says right at the top on
24 the first page, Valuation of Loss and Proper Claims
25 Practices, do you see that?

1 A. Yes.

2 Q. And then further down it says: This report
3 -- well, that's your signature down at the bottom?

4 A. Yes.

5 Q. And then there's a date of April 22, 2019?

6 A. Yes.

7 Q. And it says: This report includes stated
8 opinions that I have regarding the amount of the loss
9 by fire on March 22, 2014, and the amount of the loss
10 by windstorm on 4-28-14 to the Knights Inn owned by
11 Haman, LLC. Is that what it says?

12 A. Yes.

13 Q. Is that referring to the two estimates that
14 were prepared?

15 A. Yes, the estimates would be included.

16 Q. Well, I understand. Is there anymore to your
17 report other than the two estimates as it relates to
18 the damages as a result of the fire and the damages as
19 a result -- you know, in connection with the wind
20 claim?

21 MR. CONCHIN: The report speaks for
22 itself. What's your question?

23 BY MR. TAYLOR:

24 Q. I'm asking if there's anymore to it, is there
25 more to the report as it relates to the damages in

1 connection with the fire and the wind claims beyond
2 the estimates.

3 A. To this report, Exhibit A?

4 Q. Yes, or anywhere, is there a narrative
5 somewhere that relates to those damages, because all
6 I've been provided with are the two estimates
7 themselves.

8 A. Is there a narrative from me?

9 Q. Correct.

10 A. No, you asked that before, I don't have a
11 narrative, separate narrative other than the two
12 estimates for the actual damage valuation.

13 Q. Additionally this report includes my stated
14 opinions regarding the claim adjusting conduct of the
15 carrier's representatives. Do you see that?

16 A. Yes.

17 Q. And I think we established earlier today that
18 there is no separate report that addresses that;
19 right?

20 A. Not that I remember, correct.

21 Q. And then this report also includes the
22 sources relied upon for my opinions, my
23 qualifications, my past testimony and my fee schedule;
24 right?

25 A. Correct.

1 Q. And then in fact your CV, your fee schedule,
2 your past testimony or are all attached and part of
3 what -- this Exhibit A that we've marked as Exhibit 38
4 for identification; right?

5 A. Correct.

6 Q. Then the final statement says: I will of
7 course supplement or expand this opinion statement as
8 I believe becomes necessary on the merits of any
9 additional information that I receive. Do you see
10 that?

11 A. I do.

12 Q. As of this date have you supplemented or
13 expanded your opinion statement in writing?

14 A. Not to date but there's still a lot of
15 information coming in. At some point I may be asked
16 to read depositions of other parties, but as of right
17 now I've not supplemented this opinion.

18 Q. Now, I understand the two estimates for the
19 -- in connection with the fire claim and the wind
20 claim are not attached to this directly, and I have
21 those, okay, so take that out of the equation in
22 connection with my next question; is there anything
23 that's listed here that's missing from Exhibit A, that
24 we've marked as Exhibit 38 for identification? I know
25 that those two estimates are not attached as --

1 A. Other than those?

2 Q. Other than those, yes.

3 A. Not that I can remember unless there's a
4 report that I prepared which stated opinions regarding
5 the claim adjusting conduct of the carrier's
6 representatives, but as I sit here I don't remember
7 that I have one, I didn't see one when I prepared.

8 Q. And you didn't see it over the last couple of
9 days when you were reviewing your file, you did not
10 see one in there?

11 A. Correct, but I did not look in -- I have this
12 separate folder that's not a part of the Knights Inn
13 folder, expert reports, and if I had done one Mr.
14 Conchin would have it.

15 Q. And he of course would have provided it to
16 me?

17 A. I would think, yeah, for sure.

18 Q. And if I tell you that I've never received
19 any other reports that would have been authored by you
20 or anyone else with The Howarth Group other than the
21 two estimates, if I tell you that's all that I've
22 gotten from your company or generated by your company,
23 are you aware of anything else?

24 A. No, as I sit here I'm not, and it may be that
25 I was waiting for -- to get a copy of the claim file

1 and be able to read the depositions of the adjusters.

2 MR. CONCHIN: And, Wayne, not to -- I
3 don't want to interrupt your line of questioning, but
4 he incorporates Irmiter in Irmiter's reports, I
5 suppose you're setting that aside, you're not asking
6 him about whether he --

7 MR. TAYLOR: Well, he didn't prepare
8 the Irmiter reports.

9 BY MR. TAYLOR:

10 Q. Did you prepare any part of the FBS reports?

11 MR. CONCHIN: Was your request -- was
12 your question about something he prepared?

13 MR. TAYLOR: Yes, it was.

14 A. Yeah, that's my understanding, it was purely
15 what I prepared.

16 MR. CONCHIN: Now, I will say this in
17 fairness, I provided a videotape to Mr. Howarth, the
18 same videotape I provided to you of the premises as of
19 about two weeks ago to supplement his opinion as to --
20 you know, we had a loss estimate at the time but that
21 is not the loss now, it is a 100 percent total loss,
22 destructed building.

23 MR. TAYLOR: But that's not a report.

24 MR. CONCHIN: No, he has not, but I
25 provided that to him in anticipation that he may need

1 to supplement his report concerning the current
2 condition of the premises.

3 BY MR. TAYLOR:

4 Q. As of today, the date of your deposition, you
5 have not supplemented your estimates or any other
6 report that might be out there; is that right?

7 A. Correct, not that I remember.

8 Q. Now, Sarah Grandinetti and Arthur Grandinetti
9 also have been identified as you can see in the
10 disclosure here that we've marked as Exhibit 44 as
11 expert witnesses in this case on behalf of the
12 plaintiff, if you turn to pages I think 4 and 5 of the
13 document, or 3 and 4, sorry; is that right?

14 A. I see them listed.

15 Q. Now, are they being paid on their own and
16 separately since they are not any longer affiliated
17 with The Howarth Group, or is all of their time being
18 also billed through The Howarth Group to Mr. Conchin?

19 A. No, they would be billing Mr. Conchin
20 directly when they are serving as his expert.

21 Q. So their role as an expert witness -- as
22 expert witnesses in this case is not in conjunction
23 with The Howarth Group; is that correct?

24 A. I'm not sure what that means legally. You
25 guys I've learned think -- use words and see things a

1 little different than us laymen. Arthur and Sarah are
2 experts in this case for Mr. Conchin's office, his law
3 firm, who represents Knights Inn, they are not working
4 -- they are not -- he didn't hire them as experts
5 directly through The Howarth Group, he hired them as
6 experts directly with themselves in their capacity as
7 experts.

8 Q. That was my question, thank you.

9 A. Good. I thought that might do it.

10 Q. And as you can see, Arthur Grandinetti is
11 being offered up as an expert witness on the damages
12 in connection with both the fire and wind claims, do
13 you see that, the cost of the repair, et cetera;
14 right?

15 A. Looks like that's correct, yes.

16 Q. And Sarah Grandinetti is being offered as an
17 expert in connection with the contents damages in
18 connection with both the fire claims and the wind
19 claims; is that right?

20 A. Yes, I see that it does mention the inventory
21 loss. I don't know since Sarah was an eyewitness to
22 what the damages were, walked the properties, probably
23 is the one taking most of our photographs at the time,
24 whether Mr. Conchin intends for her to answer
25 questions related to her observations of the building

1 losses, I don't know whether that's included or
2 limited by this, but those are facts that may be
3 responsive to your question.

4 Q. Are you going to be providing or offering any
5 expert testimony in connection with the damages to the
6 contents in this case in connection with either the
7 fire --

8 A. It's possible.

9 Q. -- or the wind claim?

10 A. Yes, it's possible.

11 Q. Do you have testimony to offer relating to
12 the damage to the contents, the personal property, in
13 connection with the fire claim that is different than
14 what Sarah Grandinetti would be offering?

15 A. I wouldn't think so.

16 Q. Are you going to be offering any expert
17 testimony concerning the damages to the buildings as a
18 result of the fire claim that's any different than
19 what Arthur Grandinetti would be offering?

20 A. I wouldn't expect to, no.

21 Q. Same question -- well, let me just ask a full
22 question, and are you going to be offering any
23 different testimony than Sarah Grandinetti in
24 connection with the contents damages as it relates to
25 the wind claim?

1 A. I wouldn't expect to, no.

2 Q. Are you going to be offering any testimony
3 that is different than Arthur Grandinetti's expected
4 expert testimony in connection with the damages to the
5 buildings as a result of the wind claim?

6 A. I wouldn't expect to.

7 Q. Is there any testimony that Arthur
8 Grandinetti and Sarah Grandinetti -- well, let's do it
9 one at a time, is there any testimony that Arthur
10 Grandinetti can provide as an expert witness on
11 damages that's different than your testimony?

12 MR. CONCHIN: Object to the form.

13 A. I wouldn't think so but I haven't seen his
14 testimony. I reserve the right to differ after I see
15 his testimony if I see something that I disagree with,
16 but as of right now I wouldn't expect that to happen.

17 BY MR. TAYLOR:

18 Q. Your testimony about the damages and Arthur
19 Grandinetti's testimony about the damages to the
20 buildings from the fire claim are based upon the
21 estimate that was prepared and the photographs that
22 exist; right?

23 MR. CONCHIN: Object to form.

24 A. Correct, that estimate reflects our opinions
25 of the fire loss to the buildings, correct.

1 BY MR. TAYLOR:

2 Q. And the same question with regard to the wind
3 claim.

4 A. Correct, the wind estimate reflects our
5 opinions of the damages to the buildings from the wind
6 loss, the tornado loss.

7 Q. And the contents inventory for the fire claim
8 prepared by Sarah Grandinetti, does that reflect your
9 and her opinions as to the damages to the contents as
10 a result of the fire?

11 A. Yes.

12 Q. And the contents inventory that Sarah
13 Grandinetti prepared in connection with the wind
14 claim, does that reflect the opinions that both you
15 and Sarah Grandinetti have concerning the personal
16 property damages from the wind claim?

17 A. Yes.

18 Q. The estimate of repair that has been offered
19 as The Howarth Group's assessment of the damages as a
20 result of the fire claim, was that prepared by Arthur
21 Grandinetti?

22 A. It was prepared by both of us. Arthur did
23 the actual plugging in of the typing to enter the data
24 into the Xactimate program, but decisions about scope,
25 decisions about how we approach repairs based on the

1 damages that are there, we made together as we
2 typically would do, so we're on the phone, we've got
3 photographs in front of each other, he's involving me,
4 he'll send me an early draft, I'll review it, we amend
5 things, we revise things, so it's a joint effort to
6 get to what was finally produced as our position,
7 essentially my position.

8 Q. At the time that the estimate of repair in
9 connection with the fire claim was prepared jointly by
10 you and Arthur Grandinetti, did you have any report
11 from Forensic Building Science?

12 A. We probably didn't have the FBS report when
13 the estimate was started, but before it was finished
14 we had their report and included their assessments,
15 their testing data as a part of the protocol for the
16 scope of repair we included.

17 Q. So by the time -- so is it your testimony
18 that you had -- and you said FBS, that's Forensic
19 Building Science?

20 A. Forensic Building Science, yes, sir.

21 Q. Does that mean you had the Forensic Building
22 Science report by the time you completed the estimate
23 in connection with the -- the damages estimate in
24 connection with the fire claim?

25 A. The answer is yes, but understand, this

1 process internally -- estimates get completed to a
2 point and then they get revised again and they get
3 revised again, and we have multiple revisions on a
4 loss this size, we could have a dozen revisions.

5 We're trying to make as much progress as we
6 can in the things we know early on because the longer
7 you wait you start forgetting stuff, and so there were
8 a lot of completions, if you understand what I mean,
9 so there isn't just one completion, so the answer to
10 the question is kind of yes and no, and I'm sorry I
11 couldn't answer it without a paragraph.

12 Q. What is actual cash value, what does that
13 mean?

14 A. Replacement cost value less depreciation for
15 age and that sort of thing.

16 Q. So depreciation -- I guess the best -- would
17 obsolescence be included in connection with that as
18 well?

19 A. Obsolescence could be included in the
20 determination of actual cash value of something.

21 Q. So --

22 A. Most of the time obsolescence results in a
23 zero valuation in its truest sense, so.

24 Q. Depreciation then is mainly based on age?

25 A. It's based on a lot of things.

1 Q. And condition?

2 A. It's based on age, condition, yes.

3 Q. For example just kind of maybe the easiest
4 way to explain it in laymen's terms, I think, and tell
5 me if I'm wrong, a five-year-old washing machine
6 certainly doesn't have the same value as a brand new
7 washing machine --

8 A. Correct.

9 Q. Because, number one, it's five years old;
10 right?

11 A. Right.

12 Q. And, number two, it's certainly not going to
13 be in the same condition as a brand new washing
14 machine; right?

15 A. If it's being used during those five years,
16 correct, but even if it's sitting in a warehouse still
17 brand new, never out of the box, that five-year-old
18 washing machine has not appreciated, it has
19 depreciated.

20 That's the way it would apply to contents, it
21 does not apply that way to real property because real
22 property as a whole appreciates over time.

23 Q. So then would you never apply depreciation to
24 a building to determine actual cash value?

25 A. In a much different way, the answer to your

1 question is no, you would apply depreciation but on a
2 very limited basis only to those parts of the building
3 that age quickly, roofing, paint, carpeting, and by
4 virtue of that swiftness of aging their age detracts
5 from the overall value of the whole even while it's
6 appreciating, so the proper application of
7 depreciation of real property is very isolated, very
8 limited, and a lot different -- should be a lot
9 different than applying depreciation to personal
10 property or contents.

11 Q. If I understand what you're saying then you
12 would depreciate components?

13 A. Correct.

14 Q. Such as roofing?

15 A. Correct.

16 Q. So if you've got a 40-year-old building that
17 has a ten-year-old roof and the roof needs to be
18 replaced you would determine actual cash value by what
19 it would cost to put on a new roof and then some
20 number to determine or to account for the fact that
21 it's ten years old?

22 A. Right, you're curing betterment, the
23 policyholder, who as a result of a wind loss gets a
24 brand new roof where just the day before the wind loss
25 they had a ten-year-old roof, has experienced

1 betterment by the new roof even to real property, and
2 you apply depreciation to cure the betterment, and the
3 one thing you will want to know is what kind of roof
4 did they have on there, was it a 20-year roof, 50-year
5 roof, five-year roof.

6 Q. That was going to be my next question, is
7 would that kind of depend on life expectancy of the
8 component?

9 A. Yes, of the component, not of the building as
10 a whole.

11 Q. Right. So you have a roof that's put on ten
12 years ago and it's a 20-year roof and it needs to be
13 replaced, would it be fair to say that the actual cash
14 value then would be whatever the cost to replace that
15 roof is less some percentage in order to account for
16 that ten years old if it's a 20-year roof, maybe it's
17 50 percent, I don't know, that's not my area, but is
18 that kind of the concept?

19 A. That's the concept.

20 Q. Did you determine the actual cash value of
21 the damages when the -- when estimating the damages in
22 connection with the fire claim?

23 A. I don't remember that we did, I can't
24 remember seeing a depreciation schedule.

25 Q. Did you determine the actual cash value of

1 the damages to the building in connection with the
2 wind claim?

3 A. I can't remember. We could very easily but I
4 can't remember if we did.

5 Q. The first time that you -- well, let's go
6 back, your testimony -- you indicated that you'd been
7 out to the Knights Inn in Bessemer twice?

8 A. At least twice as I remember.

9 Q. You say at least twice, do you remember more
10 than twice?

11 A. Unfortunately I don't remember the second one
12 well at all because I have that other location in mind
13 that looks very much like this, but, yes, my earlier
14 testimony is I've been there I know twice.

15 Q. Did anybody know that you were going to be
16 going the first time you arrived, that we've
17 established was sometime between January and March of
18 2015?

19 A. Well, I'm sure my wife knew.

20 Q. I apologize for the unartful question, that's
21 not what I was getting at, and that's my fault because
22 it's my question. Did anybody from Haman, Inc., Ms.
23 Visram or some other staff member know that you were
24 going to be visiting the site when you visited after
25 the fire in connection with the fire claim between

1 January and March of 2015?

2 A. Probably.

3 Q. Do you remember contacting somebody and
4 saying, hey, I'm going to be out there tomorrow or be
5 out there next Thursday or what have you?

6 A. No, I don't remember the specifics of that
7 trip.

8 Q. And in that first one did you only inspect
9 the one building where there was fire damage?

10 A. It was purely related to the fire loss.

11 Q. And then the second time you said you don't
12 remember much, so in fact as I recall you didn't even
13 remember if you inspected all three roofs or just one
14 of them.

15 A. I don't remember, if I try to venture a guess
16 I'm just guessing for you. The probability is with
17 tornado damage buildings within a debris field area
18 once I've been on one of these roofs that's enough for
19 me to evaluate how well my expert has documented,
20 photographed and taken care of his job, and once I'm
21 satisfied I probably wouldn't have gone on the other
22 two, but I'm saying that just because I know what my
23 normal practice is, I can't testify specifically in
24 answer to your question, beyond that anyway.

25 Q. When you went out the first time in

1 connection with the fire claim for that one building
2 did you go inside every interior or just some of them?

3 A. Some of them, I wouldn't have gone into every
4 single unit.

5 Q. How many units did you go into on that first
6 visit?

7 A. I don't know, but my normal process would be
8 to of course go into the units that are immediately
9 surrounding the source of the fire and then go to the
10 extreme ends and see what I'm observing there, and
11 then move toward the source to see where I start to
12 see evidence of the soot char particulate migration,
13 and so I mean I could have been in eight units, I
14 could have been in 12 units, but that's probably the
15 number that I would have been looking in.

16 Q. Somewhere between eight and 12 is your best
17 guess?

18 A. My best guess.

19 Q. Beyond that you can't give anything more
20 specific?

21 A. I can't, I wish I could.

22 Q. When you went out the second time, and I
23 recognize that you've said you just don't remember it
24 very well because you've got a different inspection
25 that appears to be in your mind where your daughter

1 accompanied you and you didn't think she accompanied
2 you at this one --

3 A. I was just sure she was not with me on this
4 one, that's why I'm -- I'm sorry, I can't be more
5 helpful.

6 Q. That's okay. Did you go inside the interiors
7 of each of the three buildings?

8 A. No, no, I would have no reason to go back in
9 the interior of the fire, and again, I just don't
10 remember, my focus was the roofing and my expert's
11 report, that would have been the reason why I was
12 there because that's something I do just
13 systematically, I've got to check up on the experts
14 I'm hiring to make sure they're doing their job and
15 that they are evaluating and providing protocols that
16 are accurate, at least accurate to what I'm seeing on
17 site.

18 Q. Kind of like a sampling, you do a sample and
19 say, all right, I've looked at this and I've looked at
20 this, they've done a good job, therefore I've
21 concluded they've done a good job on --

22 A. That's all I'm trying to do, that's all I'm
23 trying to do, yes, so I'm comfortable that I've got --
24 I don't need a second expert, I've got a report that
25 is true to what I'm seeing, it is -- it's something I

1 can use, and that's all I wanted to do, which is why I
2 don't take photographs, these sort of liaison meetings
3 I find myself in this predicament all the time, I'm
4 not there to photograph, I'm not there to take notes,
5 I'm there to understand, gain an understanding because
6 I'm relying on others to do a lot of the work, they're
7 going to ask me questions when it comes to the fire
8 loss or with an expert's report on a roof situation,
9 I've just got to know that I'm getting a good product,
10 I'm paying thousands of dollars for these expert
11 reports and I need to know it's a good product.

12 Q. So when you went back out the second time you
13 think it's not likely you went into any of the units
14 that had -- at the building where the fire occurred
15 because you'd already been in some in connection with
16 your inspection on the fire claim; right?

17 A. Right.

18 Q. There's another building that has rooms, when
19 you went out the second time in connection with the
20 wind claim did you go inside the interiors of any of
21 those units?

22 A. Normally I would if -- at the time I'm
23 looking I already will know if I've got interior
24 damage. This particular location the interior water
25 damage was limited to the interior of the building,

1 unlike the fire loss, which involved a lot of units
2 become impacted. We've got widespread wind damage but
3 just a few comparatively units that are impacted, but
4 my focus was the roof because, again, that's where my
5 focus is, Arthur can evaluate water damage to the
6 interior, we're talking water damage, so I wanted to
7 -- my reason for being there was to evaluate my
8 expert's report.

9 Q. How many units did you go inside in that
10 other building?

11 A. I don't remember, it would not have been my
12 focus, if I went into any I would have gone into just
13 a couple.

14 Q. How many units were impacted as a result of
15 the wind claim?

16 A. I'd have to get the estimate and I could
17 count them for you.

18 Q. Fair enough. Then the other building is
19 where the office is located, there's I think a
20 restaurant, a bar, a ballroom?

21 A. Right, that's the building that I'm talking
22 about predominately when I say -- that's probably the
23 building I would have gone up on the roof for, it's
24 kind of the first building you get to.

25 Q. And did you go inside and walk around the

1 interior of that entire building?

2 A. No, I would not have gone through the whole
3 building, I'm not there to value or to count or to
4 measure amounts of loss, I've got people I'm relying
5 on for that and they're taking photographs for me, I
6 was there, as I said, to evaluate a roof report.

7 Q. When it came time to prepare the repair
8 estimates was that based mostly on the photographs,
9 what you remembered when you were out there and your
10 conversations with either Arthur or Sarah Grandinetti?

11 A. The roof, was that your question?

12 Q. The buildings in general, just the estimates
13 in general.

14 A. Well, they differ, from the fire I understood
15 what we had the way this building was constructed, I'm
16 seeing smoke migrating through the building, sadly,
17 but very badly, and so I know we have internal
18 cavities that are full of this smoke and soot that now
19 we've got to open up all over this building, the loss
20 is much more severe than has been valued by Chubb, so
21 I know now what my scope needs to be, I need
22 additional testing from FBS so I know how far in these
23 cavities this contamination has spread, and they use a
24 Eurocell system that will tell me whether or not we've
25 got particulate inside spaces that you can't see,

1 can't get to without pulling drywall off, so on the
2 fire loss I'm relying on my observations, Arthur's
3 observations, photos that are being taken, and my
4 expert's report and his photos for the most part.

5 Q. Are you -- you know that Tom Irmiter is not a
6 certified industrial hygienist, did you know that?

7 A. I think, yeah, I think, you don't have to be
8 an industrial hygienist to take good samples and find
9 a good lab that can tell you whether you've got
10 particulate, but to my knowledge he's not, I don't
11 particularly look for an industrial hygienist for this
12 kind of work.

13 Q. Are you aware that Forensic Building Science
14 doesn't have anyone on its staff that is a certified
15 industrial hygienist?

16 A. I'm kind of glad they don't, I'm glad they
17 use an outside industrial hygienist when they do.
18 He's a professor at a university, as I understand it.

19 Q. You're talking about the laboratory that they
20 used?

21 A. I'm talking about the industrial hygienist
22 that they use who is a professor.

23 Q. Is that the lab, isn't that -- that professor
24 you're talking about, isn't that his lab that's used
25 to analyze the samples?

1 A. He may have, I don't know, you probably know
2 more about their internal workings than I do.

3 Q. Are you aware that the lab used to analyze
4 the samples obtained by Forensic Building Science is
5 not accredited by the American Board of Industrial
6 Hygiene?

7 A. No.

8 Q. Are you aware that the testing that this
9 particular laboratory performed on the samples
10 obtained by Forensic Building Science was only done at
11 level 1?

12 A. That's most often the case, so it's
13 presumptive.

14 Q. And that's so -- so you understand that
15 that's what was done here is it was level 1
16 presumptive testing only?

17 A. Yes.

18 (Reporter marks document as
19 Defendant's Exhibit No. 45 for
20 identification.)

21 Q. I'll show you what's been marked as Exhibit
22 45 for identification, and this is an estimate of
23 repair in connection with the wind claim prepared by
24 Belfor Property Restoration; have you seen this
25 document before?

1 A. Yes.

2 Q. Did you utilize this document in the
3 preparation of The Howarth Group's estimate of repair
4 for the -- I'm sorry, the fire damage, I misspoke,
5 it's the fire damage.

6 A. Oh, I thought you said it was fire.

7 Q. I thought I said --

8 A. It is the fire damage.

9 Q. It is the fire damage, yes, did you use this
10 in connection with your preparation of The Howarth
11 Group's estimate of repair in connection with the fire
12 claim?

13 A. No, I didn't.

14 Q. Did Mr. Grandinetti?

15 A. You'll have to ask him, I doubt it.

16 Q. Did you utilize this estimate prepared by
17 Belfor Property Restoration for any purpose in
18 connection with The Howarth Group's estimation of the
19 fire damages?

20 A. No, I didn't, be kind of hard to, they left
21 most of the pertinent information out, a lot of top
22 secret stuff they didn't want to share.

23 Q. Did you do -- did you or anyone else at The
24 Howarth Group perform any kind of a comparison between
25 the Belfor estimate and The Howarth Group's estimate

1 in order to identify the differences?

2 A. Not that I remember.

3 Q. I'll show you what's been marked as Exhibit
4 46 for identification.

5 (Reporter marks document as
6 Defendant's Exhibit No. 46 for
7 identification.)

8 Q. And this is an estimate dated June 30, 2014,
9 prepared by Brookstone Restoration at the request of
10 Sheila Allen from the Knights Inn. Have you seen this
11 document before?

12 MR. CONCHIN: Object to the form that
13 it was prepared at the request of Sheila Allen.

14 A. Yes, I think I've seen this one.

15 BY MR. TAYLOR:

16 Q. It's certainly addressed to Sheila Allen; is
17 it not?

18 MR. CONCHIN: It is, I can address
19 something to anybody, and so could Brookstone.

20 BY MR. TAYLOR:

21 Q. Did you utilize this estimate prepared by
22 Brookstone Restoration in connection with the -- in
23 connection with the preparation of The Howarth Group's
24 estimate of fire damages?

25 A. No, I didn't.

1 Q. Did Mr. Grandinetti?

2 A. You'll have to ask him, I don't know.

3 Q. Was a comparison of the Brookstone
4 Restoration estimates and The Howarth Group's estimate
5 of the fire damages ever performed?

6 A. It would be impossible to do a comparison
7 between the Brookstone and an Xactimate estimate, it's
8 also rather impossible to do a comparison between the
9 Belfor estimate and our estimate, I don't have a recap
10 by category which shows pricing of the trades, I don't
11 have a recap by room which shows the pricing on a room
12 by room basis, and they have hidden all the pricing
13 intentionally in the way they printed this out. It's
14 impossible to do a comparison frankly.

15 They -- Belfor intentionally kept information
16 away from us, Brookstone doesn't use Xactimate, so
17 it's -- and it's in -- they use a method of estimating
18 that just can't compare to Xactimate on a spreadsheet
19 form.

20 Q. Did Belfor intentionally hide information or
21 just this is the way they do it, do you know?

22 A. No, this is not the way they do it, this is
23 the way they were told to do it in this case, and,
24 yes, it was intentionally hidden. This is rare, I see
25 this one out of --

1 Q. Did somebody tell you it was intentional?

2 A. -- 200 times.

3 Q. Is this a conclusion that you've reached on
4 your own or did somebody tell you it was intentional?

5 A. It's a conclusion I've reached on my own from
6 my years of experience in the business. This isn't
7 the default, you've got to intentionally format the
8 program to hide all that information.

9 Q. When you went up on the roof in connection
10 with the wind claim -- well, let me ask you, did you
11 go up on the roof in connection with the fire claim,
12 the first visit?

13 A. No.

14 Q. So all you did was inspect units that first
15 time?

16 A. Correct.

17 Q. Second time you went up on the roof you could
18 only remember one; right?

19 A. Correct.

20 Q. When you were up there did you notice any
21 evidence of prior repairs?

22 A. Yes.

23 Q. Was it indicative that there had been prior
24 leaking of that roof, prior patching?

25 A. Well, it's indicative that there's

1 maintenance going on, that they are maintaining the
2 roofing, which people do, it's important to do. I
3 don't conclude that when I see a patch on an EPDM roof
4 that it was because it was leaking, it's just somebody
5 is maintaining the roof, you've got to walk it
6 periodically, and if you see a condition you put a
7 patch on it, it could be a hole, could be a worn spot,
8 who knows, somebody could have dropped a screwdriver
9 that's up there working on equipment.

10 I try not to draw conclusions with zero
11 information, but I see a patch I conclude they're
12 maintaining the roof, as they should.

13 Q. Did you ask anybody why were the patches that
14 you did see, why were they there?

15 A. No, I would never ask that, it just doesn't
16 really play into what I'm doing.

17 Q. Well, would you not want to know whether they
18 had prior leaking problems on the roof?

19 A. I will ask that question, the leaking
20 problems aren't going to show up on the roof, they're
21 going to show up inside the building, and so those
22 kinds of questions, yes, we would ask, we would ask of
23 maintenance people, we would ask of anybody we could,
24 but as is the case with most hotels, if they find a
25 problem on the roof they patch it, if there was

1 leaking inside they replace the ceiling tiles or they
2 paint over the stain, so my primary concern when I'm
3 handling a claim like this is to know if that stain
4 has been there for a long, long time, is this a
5 long-term issue that you've been dealing with and
6 neglecting or has that showed up since the loss,
7 that's what I'm going to ask really, so the patches on
8 the roof aren't going to get me anywhere, but those
9 questions about the stains inside, that kind of helps
10 me get there.

11 Q. You said that you would ask, did you in this
12 case ask?

13 A. I didn't do any asking in this case, that was
14 handled by Arthur and Sarah.

15 Q. So you personally didn't ask any questions
16 about water leaks and prior water leaks and whether
17 there had been any problems in the past; is that
18 right?

19 A. I wasn't on site, I asked those questions I'm
20 sure of Zarin during one of our early conversations
21 with Bruce, those are questions that Bruce will ask
22 when he sees damage, so we are determined to discover
23 preexisting damages versus damages related to a
24 specific occurrence because we are not going to
25 include preexisting damages in our valuation of the

1 loss.

2 Q. Do you remember specifically asking Zarin or
3 anyone else at the Knights Inn about prior water
4 damages?

5 A. As I sit here I don't remember the content of
6 any of those conversations with her, but those are
7 questions we always ask.

8 Q. But as you sit here today you don't remember?

9 A. I can't remember the conversation, no, it's
10 been years.

11 Q. Do you remember the content of any of your
12 conversations with Ms. Visram?

13 A. I don't, I would probably be reminded if I
14 pulled all my e-mails back up and started reading
15 through them, but as I sit here I can't remember a
16 specific discussion in a conversation with her.

17 Q. Well, in order to prepare for your deposition
18 over the past week, I think you indicated eight to ten
19 hours, including your review of correspondence, did
20 you not review those e-mails in order to refresh your
21 recollection so you could come in here and testify
22 today?

23 A. I did, I read many of them, I scanned through
24 many of them. If I had known Friday you were going to
25 ask me to do my best to give you specifics about any

1 conversation with Zarin then I could have focused on
2 that, but I can assure you over the weekend that's not
3 a subject I was focused on, trying to figure out
4 exactly what Zarin and I might have said in a
5 conversation.

6 There's a lot of information in this claim,
7 I've got huge estimates with a lot of damage, expert's
8 reports, my focus was on other things, and that's the
9 kind of thing I would have just quickly skimmed
10 through so I get to the meat of the process.

11 Q. So notwithstanding the fact that you spent
12 eight to ten hours reviewing your file, including the
13 correspondence, you don't remember the substance of
14 any of your communications -- excuse me, your
15 conversations with Ms. Visram?

16 A. Correct, I don't remember exactly what was
17 said in any of the conversations I had with Ms.
18 Visram.

19 Q. Did the roof drain well?

20 A. Which one?

21 Q. The one you inspected.

22 A. Flat roofs typically don't drain well, but
23 there are mansard roofs that drain fantastically, so I
24 think that answers your question.

25 Q. I'm not sure I understand that, to be quite

1 honest with you.

2 A. Do you know what a mansard roof is?

3 Q. I know what a mansard roof is.

4 A. Okay.

5 Q. And I call it a mansard too, but I understand
6 it's like six feet high.

7 A. Well, this is a Polynesian-style mansard
8 system, metal mansard system around these buildings,
9 and those drained fantastically, pretty steep slope on
10 them. Flat roofs --

11 Q. Oh, I see what you're saying, because, yeah,
12 they are not quite 90 degrees but they are pretty
13 close.

14 A. Right.

15 Q. Okay.

16 A. Well, some it it's this steep, some of it's
17 not quite as, but the flat roof systems don't drain
18 well at all, never have.

19 Q. Did this particular flat roof, the EPDM
20 portion of the roof on the roof that you inspected,
21 did it drain well?

22 A. I would have had to be there during a heavy
23 rainstorm to be able to tell you whether it drained
24 better than average or worse than average, I didn't
25 have a slope meter with me, again, I'm not focused on

1 those kinds of evaluations, but flat roof systems like
2 this one don't drain well, it's just a problem with a
3 flat roof system.

4 Q. But as it relates to the roof that you went
5 on at Knights Inn you don't know; is that right?

6 A. I do know, flat roof systems don't drain
7 well, and this was a flat roof system, the EPDM system
8 was a flat roof system.

9 Q. Other than your communications with Ms.
10 Visram and other than that brief meeting that you
11 testified to where you didn't discuss the claim, that
12 would have been face-to-face, she had described it as
13 when she finished her examination under oath you were
14 out there, you kind of exchanged pleasantries and then
15 you went in to give your testimony; does that sound
16 about right, a face-to-face?

17 A. With Ms. Visram?

18 Q. Yeah.

19 A. And where was this, when was this you say?

20 Q. When she said she was finishing giving her
21 examination under oath you were out in the waiting
22 area and that she met you at that time. She said that
23 was the only time that she ever met you personally.

24 A. She may be right, I don't remember the
25 specifics, I know I've met her, I've talked to her

1 more times than I've met her, but I don't -- I'm glad
2 you reminded me of that. Was that in Birmingham?

3 Q. I don't know.

4 A. Okay. I can't remember.

5 Q. Other than your communications with Ms.
6 Visram have you had any communications with anyone on
7 behalf of Haman, Inc., any other employee, contractor,
8 what have you?

9 A. Not me personally, I don't think I ever spoke
10 to Sheila, if she says in her deposition I did I would
11 recommend you go with her memory instead of mine, but
12 I can't remember as I sit here that I ever spoke to
13 Sheila.

14 Q. That would be Ms. Allen?

15 A. I think that's Sheila Allen who was the
16 manager, I'm talking about the lady that was the
17 manager when we were first employed, of Knights Inn, I
18 can't think of anyone else other than Ms. Visram that
19 I spoke to on this matter on the ownership side.

20 Q. Did you have any conversations with any
21 maintenance people?

22 A. Me personally?

23 Q. Yes.

24 A. I don't remember any.

25 MR. CONCHIN: What number was

1 Brookstone?

2 A. 46 looks like.

3 MR. TAYLOR: We need to take a break.

4 THE VIDEOGRAPHER: Off the record at

5 2:43.

6 (Discussion off the record at

7 2:43 p.m.)

8 THE VIDEOGRAPHER: Back on the record

9 at 2:56.

10 BY MR. TAYLOR:

11 Q. Mr. Howarth, let me show you what's been
12 marked as Exhibit 47 for identification.

13 (Reporter marks document as

14 Defendant's Exhibit No. 47 for

15 identification.)

16 Q. I believe that this is The Howarth Group's
17 estimate of damages in connection with the fire claim;
18 is that correct?

19 A. Correct.

20 Q. And the total amount of this estimate at
21 replacement cost is \$1.1,679,975.33; is that right?

22 A. Correct.

23 Q. And if I understand your testimony from
24 earlier today this estimate is a joint product by you
25 and Arthur Grandinetti?

1 A. True.

2 Q. Is there any --

3 A. Now, with assistance from Sarah and from FBS,
4 from the experts, but, yes, we're the two that
5 actually are behind all the line items in this
6 estimate and all the scope that's involved.

7 Q. Is there any portion of this estimate that is
8 just you or is just Mr. Grandinetti?

9 A. No.

10 Q. You couldn't divide it out that way?

11 A. No.

12 Q. And was this prepared utilizing the Xactimate
13 software?

14 A. Yes.

15 Q. And you used for this particular estimate the
16 price list that was in effect in the Bessemer area for
17 August of 2014?

18 A. That's what it says.

19 Q. Was it for the Bessemer area of Alabama also?

20 A. It's Alabama, if BI is Bessemer, then, yes, I
21 don't know, I don't have those memorized, I'd have to
22 look in the Xactimate program.

23 Q. And the actual inputting and everything, that
24 was done by Mr. Grandinetti into the computer?

25 A. This is probably Alabama -- Birmingham is my

1 guess, I doubt if Bessemer has its own pricing because
2 it's just below Birmingham. I'm sorry, ask me that
3 last question again.

4 MR. TAYLOR: Can you read that back,
5 please.

6 (Whereupon, the reporter read
7 the record as requested.)

8 A. Yes.

9 Q. Now, when you say that you had input from
10 Forensic Building Science, what you keep calling FBS,
11 did Forensic Building Science have direct input or you
12 had information from them that you then prepared your
13 estimate from?

14 A. The latter.

15 Q. So you didn't get a call from Mr. Irmiter or
16 anyone else at Forensic Building Science or have a
17 discussion that said you need to include X, Y and Z?

18 A. No, I never sent this to FBS for review or
19 anything like that so they had input into this, we
20 used their report and the information obtained from
21 their testing as a part of our decisionmaking to get
22 to this scope.

23 Q. And the date that this particular estimate
24 was prepared is February 11, 2015; is that right?

25 A. No, that's the date that -- that is probably

1 the date that Arthur first went to the parameters
2 sheet and created this cover sheet.

3 Q. Actually I stand corrected. It appears that
4 this estimate was completed on March 21, 2015.

5 A. It was printed on that date.

6 Q. So it was completed at least by that date?

7 A. This estimate was printed on March 21, 2015,
8 which means, yes, it was completed on that date or
9 prior.

10 Q. Sometime between February 11, 2015, and March
11 21, 2015?

12 A. Maybe. This date entered date, don't
13 conclude anything on that or be careful about
14 concluding anything, because if he -- if Arthur, or
15 any estimator, decides to use an estimate of a similar
16 hotel and pull it over and change the parameters,
17 change the name, address, and then try to use the --
18 whatever scope there is as a template, that date
19 entered is going to be whenever the previous estimate
20 for the previous hotel was originally started, so you
21 can't go -- you can't use that date very well on
22 Xactimate unfortunately.

23 The print date, that's a much more useable
24 date, it tells you at least when this draft was
25 revised and printed; does that make sense? I hope.

1 Q. Is this the estimate that constitutes your
2 report of the damages as a result -- in connection
3 with the fire claim?

4 A. I believe so.

5 Q. Has there been an adjustment to this
6 particular estimate since this was prepared?

7 A. Not to my knowledge, but again, without my --
8 all my digital files, I don't have the dates
9 memorized, but to the best of my knowledge this number
10 looks like it's the number that reflects our position,
11 my position, of the loss from the fire to Knights Inn.

12 If there is another one dated later, you've
13 got it.

14 Q. Well, I will represent to you that this is
15 the only one that I have, I'm just asking if there are
16 any others.

17 A. Okay. I think you've got it.

18 Q. And would this constitute -- if we refer back
19 to Exhibit 38 for identification, Exhibit A, where it
20 talks about: My report includes the stated opinions
21 that I have regarding the amount of the loss by fire
22 on March 22, 2014 -- what we've now marked as
23 Defendant's Exhibit 47, is that report of the damages
24 from the fire?

25 A. Yes.

1 Q. That's what that refers to?

2 A. Yes.

3 Q. Have you ever been provided with a report
4 from U.S. Helm?

5 A. I don't remember, the name sounds familiar
6 but I don't remember seeing a U.S. Helm report with
7 regard to the Knights Inn fire loss.

8 Q. Have you ever been provided with a report
9 prepared by an industrial hygienist, a certified
10 industrial hygienist, retained by Chubb?

11 A. Not that I remember.

12 Q. Would it be fair to say then that in
13 preparing the estimate of repair marked as Exhibit 47
14 for identification, you did not consider any opinions
15 that would have been offered by a certified industrial
16 hygienist hired by Chubb in this case; is that right?

17 A. I think that's accurate.

18 Q. In looking at the estimate would it be fair
19 to say that this is strictly a replacement cost
20 estimate?

21 A. Yes.

22 Q. And that there is -- and I know that there's
23 a column here for ACV, which stands for actual cash
24 value; right?

25 A. Correct.

1 Q. But doesn't appear if we look that
2 depreciation has been applied from replacement cost in
3 order to determine actual cash value; is that correct?

4 A. Not on this estimate, correct.

5 Q. Do you have an estimate in connection with
6 the fire damages in which you calculated the actual
7 cash value of the damages?

8 A. I don't have it written out, I can tell you
9 that depreciation on a loss like this, fire loss like
10 this, with the kind of materials being replaced, is
11 going to run in the 12 percent range.

12 Q. Have you rendered a report that indicates
13 what the actual cash value of the damages are as a
14 result of the fire in your -- that reflects your
15 opinion of that?

16 A. I don't remember that we prepared a
17 depreciation schedule on this one, I don't remember
18 seeing one.

19 Q. If you had prepared a depreciation schedule
20 would you have provided that to Mr. Conchin?

21 A. We would have intended to, yes, for sure, it
22 would have been in my digital file.

23 Q. And presumably he would have forwarded it on
24 to me. I will tell you -- well, and last week you
25 spent eight to ten hours reviewing your file; was

1 there anything in the file that you reviewed in
2 preparation for your deposition that indicated that
3 you had calculated the actual cash value of the loss?

4 A. I don't remember seeing a depreciation
5 schedule, but my personal depreciation schedule isn't
6 something I would have had to review for the
7 deposition, I prepare them personally, and so the only
8 thing I can do is try to remember if I saw it in this,
9 you know, list of documents that are in my digital
10 file.

11 I'm clicking the things I need to review for
12 the deposition, I'm not clicking all of them because I
13 don't need to review everything, so I'm answering you
14 the best I can without seeing that documents folder
15 contents in front of me.

16 Q. As you sit here today do you remember
17 reviewing a depreciation schedule prepared in
18 connection with the fire claim?

19 A. No, that's what I said earlier.

20 Q. Does the estimate that we've marked as
21 Exhibit 47 for identification reflect that all 80
22 rooms in the building or all 80 units in that building
23 were affected by the fire?

24 A. I don't remember, I'd have to count the
25 units.

1 Q. Is the estimate that you're holding that
2 we've marked as Exhibit 47 for identification in
3 connection with the fire claim, is that based upon --
4 is the scope for that estimate based upon the report
5 generated by Forensic Building Science?

6 A. The report generated by FBS was a part of the
7 information we used to create this estimate, but just
8 a part of it.

9 Q. Well, is it the Forensic Building Science
10 report that told you that all 80 units in the building
11 were affected by the fire?

12 A. As I sit here, unless you give me the FBS
13 report to double check, I can't vouch for whether or
14 not that's the case. If it is then we probably have
15 all 80 units included in the estimate.

16 Q. Did you review the Forensic Building Science
17 report in connection with the fire claim before your
18 deposition?

19 A. Yes.

20 (Reporter marks document as
21 Defendant's Exhibit No. 48 for
22 identification.)

23 (Reporter marks document as
24 Defendant's Exhibit No. 49 for
25 identification.)

1 Q. I'm going to hand you two estimates here, the
2 first one is marked Defendant's Exhibit 48 for
3 identification, and the second one is Defendant's
4 Exhibit 49 for identification, and it's two different
5 estimates, what I believe -- well, let me do it this
6 way, let me hand you Exhibit 48 for identification;
7 could you identify for me whether that is an estimate
8 relating to the wind or the fire claim? I think it's
9 the wind claim, even though it has the date of loss of
10 the fire.

11 MR. CONCHIN: Right, I think you're
12 right.

13 A. This is wind.

14 BY MR. TAYLOR:

15 Q. And is that an estimate to repair all of the
16 damages that The Howarth Group determined was damaged
17 by wind in April 2015 -- excuse me, April 2014?

18 A. This is one of the drafts, I don't see the
19 interior damages here, it looks like interior scope is
20 pending.

21 Q. Let me show you what I have marked as Exhibit
22 49 for identification, and is that what's included
23 with the estimate that we've marked as Exhibit 48 for
24 identification plus the interior damages?

25 A. Yeah, Exhibit 48 print date is September 9,

1 2015, Exhibit 49's print date is February 7, 2016, so
2 this is -- Exhibit 49 is a more complete reflection of
3 our valuation of the loss from the tornado damage.

4 Q. Fair enough. Because the totals on the
5 estimate that we've marked as Exhibit 48 for
6 identification is a little over \$1.3 million, and then
7 the estimate that we've marked as Exhibit 49 for
8 identification is a little shy of 1.6 million; is that
9 correct?

10 A. Correct.

11 Q. Was the estimate here with a print date of
12 February 7, 2016, was that based upon a scope or a
13 report prepared by some third party so that you knew
14 what to include within the estimate?

15 A. It included the reading of the protocols of
16 the FBS report for the tornado loss.

17 Q. Again, FBS being Forensic Building Science?

18 A. Correct.

19 Q. So you had the Forensic Building Science
20 report at the time that the estimate that we've marked
21 as Exhibit 49 for identification was prepared?

22 A. As of February 7 of 2016 I'm pretty sure we
23 did. I'd need to see the FBS report on the wind to
24 confirm for sure.

25 Q. Did you move --

1 A. But it would make sense to me that we did.

2 Q. Did you review the Forensic Building Science
3 report in preparation for your deposition?

4 A. Yes.

5 Q. You don't remember if you had the Forensic
6 Building Science report at the time that the estimate
7 that we've marked as Exhibit 49 for identification was
8 completed?

9 A. Oh, no, I didn't memorize dates on reports
10 for this deposition, never do. If you've got it let's
11 look at it and I can answer your question, that's
12 easy, this isn't a memory test I'm sure, if you want
13 an accurate answer give me the report and I'll tell
14 you.

15 Q. So what we've marked as Exhibit 48 for
16 identification is an earlier draft of the estimate
17 that we're talking about that we've marked as Exhibit
18 49 for identification?

19 A. Yes, Exhibit 48 is an early draft only
20 partial of the tornado damage loss that Exhibit 49 is
21 a more complete and maybe final version of the tornado
22 damage loss.

23 Q. Who provided the April 28, 2014 date of loss,
24 who made that determination?

25 A. What I remember is Bruce Bodor, who worked

1 Alabama for us, when he learned about it -- it seems
2 to me that Bruce was the first one to suggest I'll bet
3 this was that April tornado.

4 Q. Who made that determination?

5 A. So that would have been the start of it, we
6 would have then talked, we -- I don't remember that I
7 was involved in this conversation with Zarin but maybe
8 I was -- with Zarin to get whatever knowledge she had,
9 and/or anybody else on site if the maintenance people
10 were still available to try to determine that, it was
11 pretty clear from the photos this was a tornado-style
12 event, this metal looked like it had been in a debris
13 field of a tornado, you don't see this kind of debris
14 impact on finished metal roofing from your average
15 super-cell squall line thunderstorm, this looked like
16 -- this building had been just peppered, this metal
17 was scraped, scratched, there were pieces hanging,
18 there were pieces missing, and then when Arthur
19 finally got on the flat part of it there were
20 punctures to the EPDM membrane, which you would expect
21 with all that metal flying around, and so at some
22 point it was concluded, and I think ultimately the
23 final decision was that of FBS, but everybody
24 concurred once we started seeing the damage, this
25 looks look a debris field tornado loss, and sure

1 enough, that's what it was.

2 Q. What's the date that Arthur Grandinetti first
3 contacted you and said he thinks there's wind damage?

4 A. As I said before, it was sometime in that
5 first quarter of 2015, it was whenever he was there,
6 best I remember, to evaluate the fire loss.

7 Q. Well, I guess I'm trying to understand, had
8 he been out there for a while already or is it the
9 first time he was out there that he made that
10 determination, do you know?

11 A. He was out there for days, he and Sarah were
12 there for days to do all the work they had to do to
13 photograph and scope and measure and everything that
14 goes into preparing an estimate on the fire loss, a
15 fire loss of this size, and the best I remember it was
16 while he was there on his first trip.

17 I can't tell you whether they made more than
18 one trip for the fire loss, I just don't remember.
19 They know, they'll probably have that in their
20 records, and he can tell you probably better than I
21 can what the date of that conversation was.

22 Q. Did you make any notes when he called you?

23 A. Did I? No, not that I can remember.

24 Q. Does the estimate that we've marked as
25 Exhibit 47 for identification in connection with the

1 fire loss, does it call for replacement of the roof?

2 A. Where is 47?

3 MR. CONCHIN: I'll get it.

4 A. Is 47 the fire --

5 BY MR. TAYLOR:

6 Q. Yes.

7 A. No, it doesn't.

8 Q. Does not?

9 A. If it does it's a huge mistake in there.

10 Q. Can you just double check real quick, see if
11 that calls for replacement of the roof to that
12 building?

13 A. You know, there might be some roof, there
14 might be some roofing in here.

15 MR. CONCHIN: What was your question,
16 Wayne?

17 MR. TAYLOR: I asked if the estimate
18 for the fire claim included replacement of the roof.

19 A. I don't see any roofing whatsoever in the
20 recap by category, so, no.

21 BY MR. TAYLOR:

22 Q. And the estimate in connection with the wind
23 claim that calls for replacement of all three roofs?

24 A. I believe it does.

25 Q. Was your company provided with information

1 from a third source, such as Forensic Building
2 Science, regarding the scope of the interior water
3 damages as a result of the tornado, or is that
4 something that Mr. Grandinetti and/or you determined
5 on your own?

6 A. Most of the time we determine that on our
7 own, we don't rely on an expert for that.

8 Q. What about in this case?

9 A. Now, the FBS report may address some interior
10 water damage, but we never, that I can remember, rely
11 on a third party to tell us where there are stains and
12 what rooms, we do those walk-throughs ourselves.

13 Q. No, no, my question wasn't determining where
14 there were water stains, I'm talking about that if
15 those water stains related to the wind claim.

16 A. We make that determination ourselves, and we
17 welcome any opinions that our experts have, or we
18 welcome any opinion about that, we do the best we can
19 to avoid preexisting.

20 Q. Were you ever provided with copies of the
21 Young & Associates estimates of repair in connection
22 with the fire claim, estimate of repair, I should say.

23 A. I don't remember.

24 Q. Were you ever provided with the Young &
25 Associates estimate of repair in connection with the

1 wind claim?

2 A. I think I was, I think I remember seeing a
3 Young & Associates estimate on the wind claim,
4 somewhere around 43 grand. I don't remember seeing
5 one on the fire claim, but if I did you've got it and
6 it was in my file.

7 Q. You don't remember reviewing it last week
8 when you were preparing for your deposition?

9 A. I wouldn't have reviewed it, I would not
10 review the Young & Associates estimate in preparation
11 for this deposition. If you've got a question about
12 it you'll have to produce it to me and I'll be happy
13 to answer your question.

14 Q. The estimate of repair in connection with the
15 wind claim, this was also done utilizing Xactimate?

16 A. Yes, ours, yes, ours was.

17 Q. And in this case we used the price list from
18 January of 2016?

19 A. That's correct.

20 Q. For an April 2014 loss?

21 A. Correct.

22 Q. Is there a reason why you used a 2016 price
23 list instead of a 2014 price list?

24 A. I don't know why Arthur did that. Frankly
25 they both should be updated to current price list

1 because this is a replacement cost policy, be
2 important to know what it's going to cost to redo all
3 this at today's prices.

4 Q. Is it important to know what the price list
5 is on the date of loss?

6 A. You can't do that, that's not practical. It
7 probably -- it might have been a good idea to be
8 closer to the date of loss. What I don't know is
9 whether roofing prices have gone up -- went up or
10 down. Frankly right now they're at a long-time low,
11 so I don't know who gained any advantage to that.

12 Q. In any event the price list that was used in
13 connection with the estimate that's been prepared for
14 the wind claim that we've marked as Exhibit 49 for
15 identification is using a price list from January
16 2016?

17 A. Correct.

18 Q. And this is strictly a replacement cost
19 estimate; is that right?

20 A. Correct.

21 Q. And there is no indication on here that
22 depreciation was applied in order to arrive at the
23 actual cash value of the damages in connection with
24 the wind claim; is that right?

25 A. Correct.

1 Q. Did you separately create a schedule of
2 depreciation in order to calculate the actual cash
3 value of the damages?

4 A. Not that I remember.

5 Q. When you reviewed the documents in your file
6 last week in preparation for your deposition do you
7 recall seeing that there was even in existence any
8 depreciation schedule or other document that
9 calculated the actual cash value of the damages in
10 connection with the wind claim?

11 A. I don't remember seeing one. This would be
12 pretty easy, the depreciation would be 20 percent.

13 Q. Just across the board?

14 A. Yeah, I would do it across the board on the
15 roofing. Most of this is roofing, 18 percent or so is
16 interior. The interior, lot of painting, so I would
17 just do an across the board. It's going to fall about
18 20 percent.

19 Q. But you haven't actually done that
20 calculation yet?

21 A. I have done it in my head but I don't have a
22 depreciation schedule. This is a lot easier than --
23 this would take longer to do because you have more
24 line items to actually apply depreciation to.

25 Q. The roof -- the EPDM roof that was up on the

1 three buildings, we talk about a 50-year roof, a
2 20-year roof, et cetera; what was this roof?

3 A. I don't know, I don't remember what metal the
4 EPDM was.

5 Q. Would you need to know the expected life --
6 the life expectancy for the roof in order to be able
7 to calculate depreciation?

8 A. Because of what I saw on this roof I started
9 with the max in that -- to get to the 20 percent,
10 which is 50 percent, reduced that by 50 percent so
11 we're not depreciating labor, which gets you to 25
12 percent, and then drop that five percent because we
13 have a lot of interior work that's not going to be
14 depreciated, some of the materials wouldn't be
15 depreciable on the interior work, and that's how I got
16 to the 20 percent depreciation.

17 Q. I'm not sure if I need to ask you about this
18 so I'll ask it this way, we have these contents
19 inventories that I'm holding that Sarah Grandinetti
20 prepared; did you review them for accuracy, are you
21 going to be testifying about contents damages in this
22 case?

23 A. I reviewed them before they were submitted, I
24 will probably not be the one who is going to be
25 testifying to their accuracy because Sarah is the one

1 who did virtually all the work to compile those lists,
2 but if --

3 MR. TAYLOR: I am looking to you, and
4 it will save some time if I don't need to question him
5 about the contents inventories if he's not going to be
6 giving any expert testimony on the contents
7 inventories.

8 MR. CONCHIN: He's the keeper of record
9 as to The Howarth Group, but Sarah would be -- Sarah
10 will testify to the contents more precisely than Mr.
11 Howarth would; is that fair?

12 MR. TAYLOR: Well, if he's --

13 A. Yeah, I could talk to you about general
14 totals and that sort of thing.

15 MR. TAYLOR: I guess I need something a
16 little more specific, Gary, if he's going to -- is he
17 going to provide any expert testimony on the damage to
18 the contents?

19 MR. CONCHIN: He has, he said he
20 reviewed them, but if you -- you know, Sarah knows
21 more about it.

22 MR. TAYLOR: I understand that, you
23 know, and Judge Bowdre is not going to let two
24 witnesses get up and testify to the same thing, so,
25 you know, I'm just asking which one is it going to be.

1 If it's not going to be him then I can move on to
2 something else.

3 MR. CONCHIN: Well, I'm not going to
4 presume what she's going to allow, they have different
5 roles, his was checking, grading the papers, and he
6 has 40 years of experience to do it, I think he's
7 testified he reviewed them, I mean that's -- and he
8 told you that she knows more about it. I don't know
9 what else we can say.

10 BY MR. TAYLOR:

11 Q. Do you agree with that?

12 A. I agree with that.

13 Q. Sarah Grandinetti is the best person to be
14 asking about the contents inventory and the damages
15 claim and the pricing and the depreciation and
16 anything else that's in here?

17 A. Yes.

18 Q. And not that she's necessarily more
19 qualified, but as it relates to this case and the wind
20 claim and the fire claim and the contents damages
21 claim, she would be more qualified than you?

22 A. She is more knowledgeable about those
23 documents and how all those numbers were arrived at
24 and how the items listed were included than I am.

25 MR. CONCHIN: And she's better looking.

1 A. Far better looking, nicer.

2 MR. CONCHIN: Sweeter.

3 A. More pleasant to be around.

4 BY MR. TAYLOR:

5 Q. I'll show you what has been marked as Exhibit
6 50 for identification.

7 (Reporter marks document as
8 Defendant's Exhibit No. 50 for
9 identification.)

10 Q. This is an e-mail exchange between you and
11 Brent Perich on July 22 and 23, 2015; is that correct?

12 A. Correct.

13 Q. And in the Re line it reflects only the March
14 2014 fire loss; is that correct?

15 A. Whose e-mail are you talking about?

16 Q. Both of them, it says: Subject, insured
17 Haman d/b/a Knights Inn slash --

18 A. Let's pick one so I know what you're talking
19 about and then we can go to the other. If you're
20 talking about my e-mail at the top it does use the
21 identical subject line that Brent put in only because
22 I hit reply and it just kind of keeps the same deal.

23 Q. And Mr. Perich's e-mail the subject line
24 reflects only the March 2014 fire loss; correct?

25 A. The subject line does, yes.

1 Q. Did you know that Mr. Perich had absolutely
2 nothing to do with the wind claim?

3 A. Mr. Perich was aware of it.

4 Q. No, that wasn't my question. Do you know
5 that Mr. Perich had nothing to do with investigating
6 or adjusting the wind claim?

7 A. I thought he did.

8 Q. You thought he was the adjuster?

9 A. I knew he was aware of it. That's a
10 different story, you said absolutely nothing to do.
11 Now, that's much broader than to say whether he was
12 the front adjuster on it, that's a big difference.

13 This is the e-mail right here that Brent sent
14 me that led me to conclude that he was naming Wade
15 Bushman in conjunction with all disputed building
16 damages, and by this time Mr. Perich knew there was a
17 dispute on the wind and the fire.

18 Q. All right.

19 A. So this is why it was clear to me from Brent
20 that Mr. Bushman was the appraiser on both, and then
21 when Mr. Bushman confirmed that and I drafted the DOA
22 document, sent that to him for signature and he signed
23 it, it was clear to me that that's the case.

24 Q. All right. Well, let's read this, July 22,
25 from Mr. Perich to you: Subject: Insured, colon,

1 Haman, Inc. d/b/a Knights Inn, slash, 3-22-14 fire
2 loss, slash, assignment of appraiser. That's what it
3 says, right, did I say it correctly?

4 A. You read that perfectly.

5 Q. Mr. Howarth, in follow-up to my last exchange
6 on July 18 Chubb has elected to proceed with Wade
7 Bushman of Young & Associates as their appraiser in
8 conjunction of disputed building damages. That's all
9 it says; right?

10 A. Yeah, but that's --

11 Q. It doesn't say all building damages, does it,
12 it just says of disputed building damages.

13 A. It doesn't say of the fire damages, does it,
14 which it should if that's all he's doing.

15 Q. Well --

16 A. The disputed building damages as of the date
17 of this writing were the tornado damages and the fire
18 damages.

19 Q. But the reference line, the subject line,
20 only references the fire loss; correct?

21 A. Oh, I hear you, that's your focus, my focus
22 is on what the guy actually wrote here. It's fine --
23 look, when I'm writing in a subject line I just put
24 what little bit I have to, I want to get to the meat
25 of the discussion, and Mr. Bushman confirmed to me he

1 was the appraiser on both.

2 Q. I'm not talking about --

3 A. And he signed a document that said he was.

4 Q. Sir, I'm just talking about your
5 communication with Mr. Perich, the subject line only
6 references the fire loss; correct?

7 MR. CONCHIN: C'mon, asked and
8 answered.

9 A. Correct, but the rest of it references both.

10 BY MR. TAYLOR:

11 Q. In your opinion.

12 A. In my opinion, yes, sir, that's what I'm here
13 to give you.

14 MR. CONCHIN: Yeah.

15 (Reporter marks document as
16 Defendant's Exhibit No. 51 for
17 identification.)

18 BY MR. TAYLOR:

19 Q. I'll show you what's been marked as Exhibit
20 51 for identification, and this is a series of e-mail
21 exchanges between you and Randy Wilburn starting in
22 August of 2015 and running up through November of
23 2015; is that correct?

24 A. Correct.

25 Q. And the subject line on every e-mail in this

1 string of e-mails references wind damage; correct?

2 A. Looks like you're correct.

3 Q. And it was Mr. Wilburn that you were
4 communicating with as it relates to the wind claim; is
5 that right?

6 A. In this set of e-mails, yes.

7 Q. Well, between August and November of 2015;
8 correct?

9 A. In this set of e-mails, correct. I don't
10 know if I didn't have -- I had communications with
11 Brent Perich on the wind claim, I don't know whether
12 any occurred between these dates, if they did you
13 haven't copied them in this set of e-mails and I'm not
14 about to testify that they may not have -- that they
15 didn't exist because I just don't remember as I sit
16 her.

17 Q. Do you have any e-mail communications or
18 exchanges with Mr. Perich where the subject line
19 references the wind claim?

20 A. I don't remember.

21 Q. With regard to --

22 A. But I do have e-mails where what he wrote
23 addresses and includes the wind claim.

24 Q. With regard to this set of e-mails that we
25 marked as Exhibit 51 for identification, and I'm not

1 asking whether you agree or don't agree, but Mr.
2 Wilburn is expressing his position that appraisal is
3 not yet appropriate; is that right? I'm not saying
4 that you have to -- I'm not asking you to agree with
5 it, I'm just saying he's just expressing his opinion
6 that appraisal is not appropriate --

7 A. You're asking --

8 Q. -- for the wind claim; is that right?

9 A. I don't know, I haven't read them.

10 Q. Go ahead.

11 A. Do you want me to take time to read them?

12 Q. Sure.

13 A. Or you could point out the lines to me
14 specifically. I'm not trying to be difficult, I just
15 -- you've asked me a question, I want to be accurate.

16 Q. Well, and actually some of these are -- at
17 least one of these started off with an e-mail at the
18 beginning in August of 2015 to Ms. Visram; correct?

19 A. Yes, the first one at the end of this on the
20 last two pages of this exhibit, it looks like in the
21 third paragraph he says: Also, we cannot go to
22 appraisal if there is an issue of coverage.

23 Q. Right.

24 A. That's false, but --

25 Q. Well, he does say that, though; right?

1 A. He says that, yes, he does.

2 Q. And he also indicates he did not receive a
3 response from -- this is to Ms. Visram -- not received
4 a response from you explaining what you disagree with
5 in our estimate, right, he says that in the first
6 paragraph of his e-mail to Ms. Visram? Middle of the
7 paragraph.

8 A. Yes, I see that, that's right.

9 Q. And then you responded to this e-mail in
10 September, indicating that you have completed your
11 evaluation of the loss, you being The Howarth Group;
12 right?

13 A. The appraiser for Knights Inn, correct. He's
14 requesting information and we're going to provide it
15 to him.

16 Q. And you're trying to provide it to them. And
17 if you turn there's an e-mail from Mr. Wilburn on the
18 second page to you on September 17, 2015, where he's
19 again explaining that they haven't agreed -- that
20 Chubb has not agreed to go to the appraisal process,
21 that the insurance company and the insured must
22 disagree on the amount of the loss, and he says we've
23 not reached that point, that's what he says; right?

24 A. Yeah, and it goes on to say if at that point
25 we disagree on the amount of the loss and if we have

1 no coverage issues we will then enter the appraisal
2 process, at that point we will hire an appraiser to
3 discuss the claim with you.

4 Q. Well, I think we're reading from different
5 e-mails, sir, I'm looking at the bottom of page 2.

6 A. I'm at the bottom of page 3, you've gotten
7 ahead of me.

8 Q. I was asking you about the bottom of page 2.

9 A. Okay.

10 Q. Mr. Howarth, this is a September 17, 2015
11 e-mail to you, right, and it says: Dear Mr. Howarth,
12 we have not yet entered the appraisal process. That's
13 what it says; right?

14 A. That's what he says.

15 Q. In order to do so the insurance company and
16 the insured must disagree on the amount of the loss.
17 That's what it says; right?

18 A. That's what he said.

19 Q. We've not yet reached that point. I'm
20 working with Ms. Visram to try and agree on the amount
21 of loss. We also may -- we may also have a coverage
22 issue which cannot be appraised. That's what he says;
23 right?

24 A. That's what he said.

25 Q. And then the last sentence: I do not know

1 Wade Bushman and I have not hired him as our
2 appraiser. That's what it says; right?

3 A. That's what he says.

4 Q. And then you respond to him on the same day
5 and indicating that Ms. Visram, i.e. Knights Inn,
6 intends to use -- it says my valuation, but
7 essentially The Howarth Group's valuation of the loss
8 as her claim submission; is that right?

9 A. Yes, Ms. Visram asked us to value her loss
10 and intended to use that as her response to Mr.
11 Wilburn's request for information about the areas of
12 difference.

13 Q. In fact you specifically state: She -- being
14 Ms. Visram -- intends to use my valuation, that being
15 The Howarth Group's valuation, of the loss as her
16 claim submission since she hired me as her appraiser
17 for the appraisal process; right? That's what it
18 says?

19 A. That's what it says.

20 Q. And then the final e-mail on November 10 on
21 the first page at the top, it says Mr. Horvath, I
22 think he just misspelled your name, but --

23 A. I think I ticked him off.

24 Q. I don't think it was intentional. He said:
25 Mr. Horvath, as I have previously explained, this

1 claim is not appropriate for appraisal at this time.
2 That's what he says, first sentence of that e-mail to
3 you; right?

4 A. You read his statement accurately.

5 MR. TAYLOR: We have to take another
6 break for the videographer.

7 THE VIDEOGRAPHER: Off the record at
8 3:39.

9 (Discussion off the record at
10 3:39 p.m.)

11 THE VIDEOGRAPHER: Back on the record
12 at 3:42.

13 BY MR. TAYLOR:

14 Q. Mr. Howarth, let me show you what's been
15 marked as Exhibit 52 for identification.

16 (Reporter marks document as
17 Defendant's Exhibit No. 52 for
18 identification.)

19 Q. And this is a two-page document, the first
20 one being an e-mail from Wade Bushman to you dated
21 January 11, 2016, and the second one being a
22 declaration of appraisers; did you receive this
23 e-mail?

24 A. I'm sure I did.

25 Q. And he says: Good afternoon, Chuck, please

1 see the attached DOA. I assume that means declaration
2 of appraisers; right?

3 A. Correct.

4 Q. Which includes two date of losses, 3-22-14
5 and 4-28-14. To date, I, Wade Bushman, have only been
6 retained to represent the carrier on the fire loss
7 dated 3-22-14. I do not know Chubb's intentions on
8 the wind loss dated 4-28-14 regarding appraisal
9 process. Is that what it says?

10 A. That's what it says.

11 Q. And then this is the original declaration of
12 appraisers, right, that was -- the two of you signed?

13 A. This is the one we both signed with both
14 dates back when he told me he was the appraiser on
15 both losses.

16 Q. And then he realizes his error and he has
17 forwarded you this e-mail; right?

18 A. I think he was told to change things because
19 this e-mail is sent just before Chubb pulls the rug
20 out from under both appraisals.

21 Q. Do you know this or is this just your
22 opinion?

23 A. Yes, sir, dirty stuff going on behind the
24 scenes.

25 Q. This is what you think; right?

1 A. Yes, sir.

2 Q. It's not what you know?

3 A. This is closer to what I know than what I
4 think.

5 Q. Okay. Do you have any --

6 A. Because I had the conversations with Mr.
7 Bushman, not you.

8 Q. Do you have any document that shows that this
9 was anything other than a mistake?

10 A. It is my opinion it is other than a mistake
11 based on --

12 Q. I didn't ask your opinion, I just said do you
13 have any documents --

14 A. You don't get to interrupt me, you ask the
15 questions, I get to give you the answers.

16 Q. All right. Sure.

17 A. Let me finish and then you can ask a
18 question. I had the conversations with Mr. Bushman,
19 repeated conversations, we worked through the process
20 of an umpire selection, we both agreed to an umpire
21 and we discussed the need for an umpire who was
22 capable of handling both the wind and the fire loss.

23 There was no question in Mr. Bushman's mind,
24 he was the appraiser on both, we picked an umpire for
25 both, and there's an e-mail where Mr. Perich

1 specifically states he is selected for all disputed
2 damages at this property, which includes both, so,
3 look, I know --

4 Q. And he uses the word "all" --

5 A. I know the way this -- I know the way this
6 thing was set up originally, and people on Chubb's
7 side are trying to slip out of an appraisal process
8 improperly, and in my opinion that's what's going on.
9 That's what you're going to get here and you're not
10 going to convince me of anything otherwise. I'm the
11 guy that had the conversations.

12 Q. I'm not trying to convince you and change
13 what you think.

14 A. Well, my opinion is bothering you, I can tell
15 that, but my opinion is valid and it's based on the
16 facts.

17 Q. Sir, we're allowed to disagree and that's
18 okay and that's fine, I want to know what documents
19 you have that support what you just said.

20 A. All the e-mails, the declaration of
21 appraisers form, those are documents, they certainly
22 verify with Mr. Bushman's signature on it that he
23 agreed he was the appraiser for both losses.

24 Q. Did you sign another declaration of
25 appraisers that only listed the fire loss?

1 A. I did at his request.

2 Q. And you agreed to do that?

3 A. Well, sure, he was already the appraiser on
4 the fire loss. The fact that Chubb pulled him out of
5 the wind loss I don't have any control over, so he
6 wouldn't move any further unless we had a DOA form
7 with only the fire loss.

8 I've got a hotel here that's going to pot, we
9 need to get this thing going and nobody is moving,
10 they're playing games with the forms and who's going
11 to be appraiser for this, that and the other, and,
12 sure, I did the form because it's the only way to try
13 to get this poor lady taken care of and the damages to
14 this hotel dealt with.

15 Q. Let me show you what's been marked as Exhibit
16 53 for identification.

17 (Reporter marks document as
18 Defendant's Exhibit No. 53 for
19 identification.)

20 Q. This is an e-mail that you sent to Wade
21 Bushman on January 11, 2016, after the e-mail that
22 we've marked as Exhibit 52 for identification; do you
23 recognize that, sir?

24 A. I don't.

25 Q. Is that your correct e-mail address?

1 A. It is, it's a weird font, that's why I say --
2 it's not a font I typically use, but let me read it,
3 give me just a moment.

4 (Whereupon, the witness
5 reviewed the document.)

6 A. Yes, I remember writing this. I don't know
7 how I could improve on the language. We both thought
8 you were also on the wind loss to start with. That
9 has changed.

10 Q. Only the fire loss is in appraisal as I
11 understand it. Is that what it says?

12 A. That's right, at this time, January 11, 2016,
13 and he wouldn't move forward and do anything until he
14 got my agreement to a DOA form that only had the fire
15 loss, so, look, I'm happy to do that, it doesn't
16 change the facts of the past, but if it took this to
17 get him to go forward, sure.

18 Q. So you did send this e-mail to him?

19 A. That is an -- those are accurate words there,
20 yes, I did. And you'll notice he didn't contradict
21 this, did he, he didn't write me back saying, wait a
22 minute, wait a minute, I didn't -- you said we both
23 thought I was the appraiser on the wind loss, he never
24 wrote back saying that was incorrect, notice.

25 Q. Let me show you what's been marked as Exhibit

1 54 for identification.

2 (Reporter marks document as
3 Defendant's Exhibit No. 54 for
4 identification.)

5 Q. It's a declaration of appraisers as well as
6 selection of an umpire signed by the umpire; is that
7 correct?

8 A. Yes, this is the second one the umpire
9 signed.

10 Q. Is there one signed by the -- is the first
11 one that showed both dates signed by the umpire?

12 A. I believe so, yes.

13 Q. I've got to be honest with you because I
14 haven't seen that, so if you have a copy of that I
15 would certainly love to see that.

16 A. Yeah, it's in my digital file I'm 90 percent
17 sure.

18 MR. CONCHIN: I'm not sure I've ever
19 seen it.

20 MR. TAYLOR: I'm not either, so I'm
21 going to put it on the list and we'll just kind of go
22 from there.

23 A. Yeah, put it on the list, if I'm mistaken
24 I'll admit it.

25 BY MR. TAYLOR:

1 Q. In any event this is the declaration of
2 appraisers that we've marked as Exhibit 54 for
3 identification showing the date of loss of March 22,
4 2014, which is the fire loss; right?

5 A. Correct.

6 Q. Signed by both you and Mr. Bushman?

7 A. Correct.

8 Q. And we've agreed to Mr. Mullin to serve as
9 the umpire?

10 A. Correct.

11 Q. And Mr. Mullin is signing off at that point?

12 A. Correct.

13 Q. And somewhere along the line Chubb wanted a
14 proof of loss and some documents and an examination
15 under oath and things subsequently were then put on
16 hold, that's your understanding; right?

17 A. No, we were -- just before meeting, the three
18 of us with our umpire -- two of us with our umpire,
19 and Chubb, according to Mr. Bushman, told him to shut
20 down the appraisal.

21 Q. Told him to stop?

22 A. Told him to do nothing more as the appraiser,
23 he shut -- they shut -- they killed the appraisal.
24 No, there was no explanation as to why.

25 Q. Okay. Fair enough.

1 A. There was no request for an EUO, none of that
2 stuff, all of which they can get while the appraisal
3 goes on of course. They shut down this lady's right
4 to appraisal and just -- this place has gone to pot
5 now.

6 Q. So the appraisal process was stopped and you
7 were never provided with an explanation?

8 A. No.

9 Q. Okay.

10 A. Not from Mr. Bushman. I don't think I got
11 anything from anybody at that point.

12 Q. I'll show you what's been marked as Exhibit
13 55 for identification.

14 (Reporter marks document as
15 Defendant's Exhibit No. 55 for
16 identification.)

17 Q. And this is a letter from Ms. Visram to Brent
18 Perich dated February 9, 2015, and have you ever seen
19 this letter before?

20 A. I don't remember if I have or not.

21 Q. Well, let me explain why I'm asking, when I
22 took Ms. Visram's deposition about a month ago and I
23 showed her this letter she said that somebody wrote it
24 for her and she just signed it, so I'm trying to find
25 out who actually wrote this letter for her.

1 A. It should -- I would think that would show up
2 in e-mail, it would certainly show up in my e-mails if
3 I wrote it for her, I would have sent her a draft by
4 e-mail, that's how I do it, so if you didn't see it, I
5 don't remember this, this doesn't look like my
6 wording, but I'm just going from memory.

7 Q. Is this watermark up in the top left corner,
8 is that something that comes from your company?

9 A. No, that Purina looking --

10 Q. Exactly, like Purina Dog Chow.

11 A. It doesn't -- this is way early on, she's
12 wanting them to only contact her and not her manager,
13 I remember that being an issue, this might have been
14 Bruce that helped her draft this, I'm just guessing
15 for you to help you get to the --

16 Q. I understand. When I asked her if she
17 remembered who helped her she didn't remember, she
18 just knew she didn't draft it herself, so I'm trying
19 to find out who would have drafted this for her.

20 A. Yeah, I don't think I did, my guess is Bruce
21 is the one who did it.

22 Q. Bruce Bodor?

23 A. Bruce Bodor, yes, I'm sorry, should have said
24 his whole name, but that's just a guess.

25 (Reporter marks document as

1 Defendant's Exhibit No. 56 for
2 identification.)

3 Q. Let me show you what's been marked as Exhibit
4 56 for identification, this is another letter from Ms.
5 Visram to Chubb, dated March 17, 2015.

6 MR. TAYLOR: Did I say 57? I meant 56.

7 THE REPORTER: 56.

8 MR. TAYLOR: I said it right?

9 THE REPORTER: Uh-huh.

10 MR. TAYLOR: I'm getting ahead of
11 myself.

12 Q. Have you ever seen this letter before?

13 A. I don't remember seeing it.

14 Q. Again, when I asked Ms. Visram about it,
15 whether she drafted it or someone else did, she said
16 someone drafted it for her. Do you know if -- you
17 didn't draft it for her, did you?

18 A. No, I don't think so, if I did my e-mails
19 would show the draft being sent to her. I don't know
20 who drafted it for her, I could guess again but I'm
21 not helping you at all.

22 (Reporter marks document as
23 Defendant's Exhibit No. 57 for
24 identification.)

25 Q. I'll show you what's been marked as Exhibit

1 57 for identification, this is a September 10, 2015
2 letter from Ms. Visram to Brent Perich in connection
3 with the fire loss; have you ever seen this letter
4 before?

5 A. It doesn't look familiar to me at all, I
6 don't think I've seen this before.

7 Q. Did you draft this for Ms. Visram to send?

8 A. I don't think I did, it's not my wording, but
9 if I did it will show up in my e-mails, you would have
10 it so you would know the answer to the question, I
11 don't as I sit here remember.

12 Q. Okay. Well, once again, I ask because Ms.
13 Visram, when I showed her this letter at her
14 deposition, testified that someone wrote it for her
15 and she signed it and sent it out.

16 A. Got you.

17 Q. So I'm trying to determine or learn who
18 actually drafted this letter on her behalf.

19 A. It would be whoever she asked to help her,
20 and if she doesn't remember maybe -- I don't know, it
21 could be Sarah, could be Arthur, could be Bruce, I
22 just don't know, or could be -- who knows, family
23 member, I just don't know.

24 Q. So there's a possibility that either Sarah
25 Grandinetti or Arthur Grandinetti or Bruce Bodor could

1 have drafter this for her but we would have to ask
2 them?

3 A. Yeah, you'd have to ask them if she doesn't
4 remember, because she would be the one asking for help
5 of someone. The only reason Sarah comes to mind is
6 because it involves the contents, but I don't know, I
7 don't personally know the answer to the question.

8 Q. Have you had any discussions with any of the
9 other experts in this case since the lawsuit was
10 filed? I'll go through the list: Arthur Grandinetti,
11 have you discussed this case since the lawsuit was
12 filed?

13 A. Not that I remember.

14 Q. Sarah Grandinetti?

15 A. Not that I remember.

16 Q. Tom Irmiter?

17 A. Yeah, the only discussion I remember having
18 with Tom was while we were just on break Tom had
19 called me about another matter and I said, hey, I'm in
20 a deposition and your name has come up a time or two,
21 he laughed, which one, I said Knights Inn, he said,
22 oh, okay, well, good luck, have a good day, end of
23 conversation, but other than that I don't remember
24 talking to Tom about his report or anything on this
25 since the suit was filed, other than that conversation

1 I told you about just having.

2 MR. TAYLOR: Why don't we go off the
3 record for about a couple of minutes, I may be, if I'm
4 not done, pretty close.

5 MR. CONCHIN: Sure.

6 THE VIDEOGRAPHER: Off the record at
7 3:58.

8 (Discussion off the record at.
9 3:58 p.m.)

10 THE VIDEOGRAPHER: Back on the record
11 at 4:02.

12 MR. TAYLOR: Mr. Howarth, I have come
13 to the end of my questions today, and I thank you for
14 your time.

15 A. Thank you.

16 MR. TAYLOR: And I understand that Mr.
17 Conchin does not have any questions for you today, and
18 so --

19 MR. CONCHIN: No, but Chuck wants to
20 ask you some now.

21 MR. TAYLOR: I'll bet he does. Read
22 and sign?

23 MR. CONCHIN: Do you want to read and
24 sign? We'll waive it.

25 MR. TAYLOR: So he's going to waive?

1 MR. CONCHIN: Yeah.

2 A. I'll waive.

3 MR. TAYLOR: Very good. Thank you very
4 much for your time.

5 THE VIDEOGRAPHER: This concludes the
6 deposition. Going off the record at 4:03.

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STATE OF TENNESSEE)
) SS
COUNTY OF DAVIDSON)

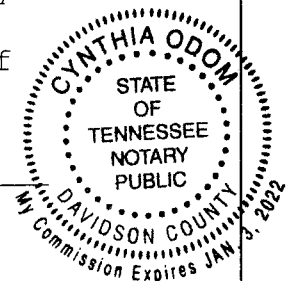
I, CYNTHIA ODOM, Licensed Shorthand Reporter and Notary Public duly and qualified in and for the State of Tennessee do hereby certify there came before me the deponent herein, namely CHARLES W. HOWARTH, who was by me duly sworn to testify to the truth and nothing but the truth concerning the matters in this cause.

I further certify that the foregoing transcript is a true and correct transcript of my original stenographic notes.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action in which this deposition is taken; and furthermore, that I am not a relative or employee of any attorney or counsel employed by the parties hereto or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 8th day of January, 2020.

Cynthia Odom
CYNTHIA ODOM,
NOTARY PUBLIC
TNLCR#: 487





TRANSCRIPT ORDER FORM

Case: HAMAN, INC. v. CHUBB

Date Taken: 1-8-20

Witness: CHARLES HOWARTH

Ordering Counsel's name,
address, phone - attach
business card if available



MOZLEY | FINLAYSON | LOGGINS
LLP
SINCE 1971

1050 CROWN POINTE PARKWAY
SUITE 1500
ATLANTA, GEORGIA 30338
WWW.MFLAW.COM

WAYNE D. TAYLOR
PARTNER

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CELL: 404.408.7884
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Realtime Hookup?

I HEREBY ORDER THE SERVICES INDICATED AND ACCEPT RESPONSIBILITY
FOR PAYMENT.


Ordering Counsel Signature

1-8-20
Date



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TRANSCRIPT ORDER FORMCase: HAMAN, INC. V. CHURBDate Taken: 1-8-20Witness: CHARLES ACWARTHOrdering Counsel's name,
address, phone - attach
business card if available**CONCHIN COLE & JORDAN**

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FOR PAYMENT.

Ordering Counsel Signature

1-8-20
Date

12/15

[actual - answer]

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[answer - asked]

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[asked - bessemer]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

(A) to review the transcript or recording; and

(B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

DISCLAIMER: THE FOREGOING FEDERAL PROCEDURE RULES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

THE ABOVE RULES ARE CURRENT AS OF APRIL 1,

2019. PLEASE REFER TO THE APPLICABLE FEDERAL RULES OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HAMAN, INC. d/b/a KNIGHTS INN,)

Plaintiff,)

) Civil Action File No.

) 2:18-CV-01534-JHE

v.)

CHUBB CUSTOM INSURANCE)
COMPANY,)

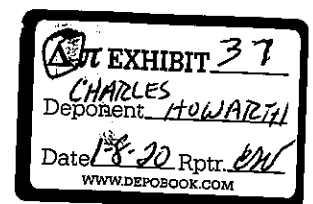
Defendant.)

AMENDED NOTICE OF VIDEO DEPOSITION OF
CHARLES W. HOWARTH

TO: Gary V. Conchin
Kenneth B. Cole, Jr.
Megan Phillips
Conchin, Cole & Jordan
2404 Commerce Court SW
Huntsville, Alabama 35801
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kenny@alainjurylaw.com
megan@alainjurylaw.com

Gregory A. Brockwell
Jason R. Smith
Brockwell Smith LLC
2100 1st Avenue North, Suite 300
Birmingham, Alabama 35203
greg@brockwellsmith.com
jay@brockwellsmith.com

YOU ARE HEREBY NOTIFIED that, on **January 8, 2020**, beginning at **9:00 a.m. C.S.T.** at the offices of **The Howarth Group, 137 3rd Avenue North, Franklin, Tennessee 37064**, counsel for defendant Chubb Custom Insurance Company, pursuant to Rules 26 and 30 of the Federal Rules of Civil Procedure and



the Local Rules of this Court, will take the video deposition upon oral examination of **CHARLES W. HOWARTH** for purposes of discovery, cross-examination, preservation of testimony, and all other purposes permitted under the Federal Rules of Civil Procedure. The deposition shall be taken before an officer authorized by law to administer oaths, and will be recorded by stenographic, video and/or audio recording means. The deposition will continue from day to day until the examination is completed.

This 7th day of January, 2020.

/s/ Wayne D. Taylor

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Georgia Bar No. 701275

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Attorneys for Defendant

Chubb Custom Insurance Company

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HAMAN, INC. d/b/a KNIGHTS INN,)	
)	
Plaintiff,)	
)	
)	Civil Action File No.
)	<u>2:18-CV-01534-JHE</u>
)	
v.)	
)	
CHUBB CUSTOM INSURANCE)	
COMPANY,)	
)	
Defendant.)	
)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of **AMENDED NOTICE OF VIDEO DEPOSITION OF CHARLES W. HOWARTH** was electronically mailed to the following counsel of record:

Gary V. Conchin
Kenneth B. Cole, Jr.
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-and-

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Attorneys for Plaintiff Haman, Inc. d/b/a Knights Inc.

This 7th of January, 2020.

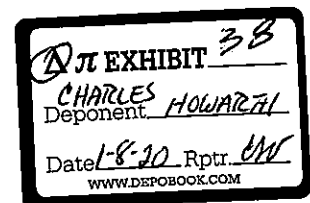
/s/ Wayne D. Taylor

WAYNE D. TAYLOR

Georgia Bar No. 701275

Admitted pro hac vice

EXHIBIT "A"





Valuation of Loss and Proper Claims Practices

Insured: Haman, Inc.

Insurance Company: Chubb Custom Insurance Company, Et Al.

Dates of loss: March 22, 2014 and April 28, 2014

Property: Knights Inn at 1121 9th Ave. SW, Bessemer, AL 35022

This Report includes stated opinions that I have regarding the amount of the loss by fire on 3/22/14 and the amount of the loss by windstorm on 4/28/14 to the Knights Inn owned by Haman, LLC. Additionally, this report includes my stated opinions regarding the claim adjusting conduct of the carrier's representatives. This Report also includes the sources relied upon for my opinions, my qualifications, my past testimony and my fee schedule. I will of course supplement or expand this opinion statement as I believe becomes necessary on the merits of any additional information that I receive.

My prior testimony is listed in the enclosed CV.

Charles (Chuck) W. Howarth
chuck@thehowarthgroup.com

4/22/19
Date

Charles W. Howarth, CPCU

1538 Wrights Lane
Gallatin, TN 37066
(615) 406.0834

Objective: Insurance Claim Consulting Services For Businesses & Individuals

SUMMARY OF QUALIFICATIONS

Over Thirty Five (35) years of adjusting property insurance claims for corporations, small businesses individuals and the Insurance Co. Expert testimony and Adjusting experience encompasses the full spectrum of the claims process which includes building damage valuation, business interruption calculation, personal property valuation, good faith claim practices, the Appraisal process etc. in multiple State and Federal Courts.

- | | | |
|-----------------|-----------------------|----------------------|
| • Manufacturing | • Retail Stores | • Condominiums |
| • Hotels/Motels | • Multi-level Housing | • Major Corporations |

OWNER / PRESIDENT

Insurance Claim Consulting / Public Adjusting and Appraisal in the business of assisting policyholders throughout the South-East United States from Indiana to the Florida Keys, including the Virgin Islands. The Corporate office is in the Nashville, Tennessee area.

The Howarth Group, Inc. 1992-2018

BRANCH MANAGER

Managed the Tampa Branch of a large Public Adjusting Company headquartered out of Jacksonville, Florida. Required the full range of management skills necessary to the smooth and profitable operation of a fully staffed insurance claims office.

Howard Wehnes, Jr. & Co., Inc. 1986-1992

Page-2, C.V.

Charles W. Howarth, CPCU

STATE FARM Re-INSPECTOR/TRAINER, CLAIMS ADJUSTER

Started out as a property claims adjuster with State Farm Insurance Company and was ultimately promoted to the position of Re-inspector/Trainer for the West Coast of Florida. The responsibilities of the job were to both train property claims adjusters for State Farm Insurance Co. in proper good faith claims handling practices as well as auditing closed claim files to evaluate training needs in my region.

State Farm Insurance Company 1980-1986

EDUCATION, SPECIALIZED TRAINING and ACCOMPLISHMENTS

- Holmes Bible College, Greenville, SC – Degree - Theology
- CPCU Degree – (Chartered Property & Casualty Underwriter) The American Institute for Property and Casualty Underwriters, Inc.
- AIC Degree – (Associate in Claims) Insurance Institute of America

MEMBERSHIPS (Past & Present)

- National Society of CPCU.
- Rule-31 Approved Mediator, Supreme Court of Tennessee
- Past President of Tennessee Association of Public Insurance Adjusters
- Past President of Florida Association of Public Insurance Adjusters
- Past Treasurer of Florida Association of Public Insurance Adjusters
- Member of National Association of Public Insurance Adjusters (NAPIA)
- Board of Directors of National Association of Public Insurance Adjusters

PERSONAL

Born in Florida

Birthdate: 8-28-54

Married, 40 Years

Four Children, Two Grandsons

Page-3, C.V.

Charles W. Howarth, CPCU

PRIOR EXPERT TESTIMONY (Partial)

FEDERAL & STATE COURTS

Greg Ross vs. State Farm Fire & Casualty Company, NO. 3-09-1196, The United States District Court for the Middle District of Tennessee, Nashville Division.

Jerome S. Tannenbaum and Deborah M. Tannenbaum vs. Federal Insurance Company, NO. 3-11-1077, The United States District Court for the Middle District of Tennessee, Nashville Division.

Alexander Properties Group, Inc., et al vs. Commonwealth Insurance Company, Arbitration before the Honorable Charlie Trotter, Nashville, TN

J. T. Carnical dba J. T. Carnical Enterprises and Suzanno Roberts dba Anno's Bridals, LLC vs. Travelers Casualty Insurance of America and Henneberger and Flynn Insurance Agency, Inc. NO. 5-12-CV-174-R, The United States District Court for the Western District of KY, Paducah Division.

Jinil Corporation and Arvind Patel, individually and as Agent of Jinil Corporation vs. Western Rivers Corporation; Bolton & Company, Civil Action No. 09-CI-00045, In The McCracken Circuit Court, Division No. 1, Commonwealth of Kentucky.

Cullman Bowling Center, LLC vs. Tower Insurance of New York, Et Al. No. CV-2012-900220, In the Circuit Court of Cullman County, Alabama.

Union Insurance v. Blakeney Palmer. No.: 7:12-CV-04072. In the United States District Court for the Northern District of Alabama, Western Division.

VJ, LLC vs. State Auto Property and Casualty Insurance Company. No. 2:14-cv-02919-SHM-dkv. In the United States District Court for the Western District of Tennessee Western Division.

Robert Sadler and Karen Sadler vs. Auto-Owners Insurance Company. No. 15-CV-7. In The Circuit Court of Decatur County, Tennessee at Decaturville.

Willard Cole and Tammy Cole vs. Auto-Owners Ins. Co. No 5:16-cv-00834-KOB. In The United States District Court For The Northern District of Alabama Northeastern Division.

Page-4, C.V.

Charles W. Howarth, CPCU

Copper Ridge Owner's Association v. Philadelphia Indemnity Insurance Company. No 3:16-ev-305. In the United States District Court For The Western District of North Carolina Charlotte Division.

Haman, Inc. dba Knights Inn v. Chubb Custom Insurance Company. No CV 2016-900146. In the Circuit Court of Jefferson County, AL.

Cobblestone Condominium Association, Inc. v. Travelers Casualty Insurance Company of America. No.: 5:16-cv-00573-MHH. In the United States District Court for the Northern District of Alabama Northeastern Division.

Hatfield Inn, LLC vs. Eaves Insurance Agency, LLC. No. 15-CI-00071. In The Commonwealth of Kentucky Grayson Circuit Court, Div. II.

Central Baptist Church of Albany, GA, Inc. vs. Church Mutual Insurance Company. No. 1:16 cv00231-LJA. In the United States District Court Middle District of Georgia Albany Division.

Catlin Syndicate Limited, vs. Ramuji, LLC dba Budget Inn, and Peoples Independent Bank. No. 4:16-CV-01331-VEH. In the United States District Court For The Northern District of Alabama Northern Division

Chuck Howarth, CPCU
The Howarth Group, Inc.
137 Third Avenue North
Franklin, TN 37064
(615)-550-5500
(615) 406-0834 Cell
Chuck@thehowarthgroup.com

Expert Fee Schedule and Conditions

Hourly Rate for All Time	\$225.00 / hour
Retainer Required	\$ None
Expenses	\$ Included

Principal Sources of Information Relied Upon in Reaching My Opinions and Conclusions

The Alabama Department of Insurance Regulation Chapter 482-1-125, and the eleven (11) subchapters of this Regulation that provide Standards for Property/Casualty Insurance Claims in the State of Alabama.

Unfair Claims Practices and Unfair Claims Settlement Acts of: Tennessee, Kentucky and Florida.

The Chubb Insurance Policy, the insurance policy #99783420-00 that insured the Knights Inn on the dates of both losses.

The Brookstone Restoration estimate, the estimate dated 6/30/145 for the fire loss.

The Belfor Property Restoration estimate, the estimate dated 6/27/14 for the fire loss.

The Forensic Building Science Report, the report and photos regarding the fire loss that is dated 8/10/15.

The Forensic Building Science Report, the report and photos regarding the windstorm loss that is dated 8/20/15.

The York SLA estimate, the estimate dated May 6, 2015 for the windstorm loss.

The National Weather Service Information, the information related to the path of the Bessemer Tornado that caused the windstorm damages to Knights Inn in 2014.

Page-2

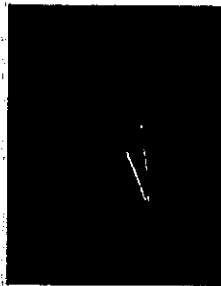
Claim Communications, Inspection reports, estimates, inventories, e-mail communications, photos and correspondence between the parties during the course of these two claims that are included in the our claim files.

Personal Observations, during my inspection of the Knights Inn fire and wind damaged building.

-Chuck Howarth, CPCU

Arthur Grandinetti

**1250 State Route 387
Marion, KY 42065
(239) 322-0936 (cell)**



KEYS CLAIMS CONSULTING *(February 2019 – present)*

**Senior Claims Manager
1333 3rd Ave. South (Suite 407)
Naples, FL 34102
Contact: George Keys, (239) 774-5040**

Construction Expert/ Estimator / Appraiser

Managing/Estimating large commercial projects ranging from 600K-200M. Responsible for inspections, valuations, quality control of claims handling, and procedures. Procurement of contractor estimates and take-offs as well as expert reports and testing.

GRANDINETTI CONSULTING *(July 2013 – present)*

**President
Marion, KY 42064
1(800)755-0720**

Public Adjuster / Appraiser / Estimator / Umpire / Construction Expert

Arthur Grandinetti has experience with residential, commercial, and industrial applications. He has an extensive knowledge of structure and uses the industry standard in estimating programs: Xactimate. Mr. Grandinetti has used the Xactimate program since 2002. Mr. Grandinetti worked as a restoration contractor in Southwest Florida during some of the area's most severe hurricanes and storms. He has also worked as a construction consultant/contractor for Fortune 500 companies such as Sprint/Nextel and coordinated rehabilitation/restoration services for over 800 units/properties in the Southwest Florida area.

THE HOWARTH GROUP, INC. *(April 2011 to November 2018)*

**137 Third Avenue North, Franklin, TN 37064
Contact: Chuck Howarth, (615) 550-5500**

**Estimator / Consultant / Appraiser / Construction Expert
(taken from company website):**

Arthur Grandinetti is The Howarth Group's senior estimator with "hands on" experience in residential,

commercial and industrial construction. Prior to his move to Kentucky in 2009 he had a General Contracting firm in Florida and has accumulated almost twenty-five years of experience in new construction and restoration projects. Couple his construction experience with his intimate knowledge of Xactimate estimating software and you have an extremely valuable, and appreciated, member of The Howarth Group family.

Additionally, Arthur is unique in that he has handled claims for insurance companies as an Independent Adjuster (IA) for two firms out of Florida: AAA Claims Service and Aplin, Peer & Associates. Being a former IA has given him a rare view and insight as to what goes on behind closed doors in the claims department of many property insurers.

Like his wife, Sarah (one of our Inventory Specialists) he enjoys spending what vacation time he has with their three children at the beach, but more importantly under the water. He enjoys Scuba diving and has attained three different levels of Scuba certifications plus certifications within Emergency Medical Technology and Diver Medical Technology.

ZEVLONI & ASSOCIATES *(March 2009 to June 2009)*

West Palm Beach, FL

Contact: Avi Zevuloni, (954) 742-8248

Public Adjuster & Estimator

Scoped a select few large, multi-million dollar commercial and residential properties and prepared estimates; Xactimate

MOLD DOCTORS, U.S.A.

Cape Coral, FL *(August 2008 to January 2009)*

Estimator and Claims Negotiator / Carpenter

Scoped claims, prepared estimates, and facilitated in the repairs; Xactimate

HARRISON CONSTRUCTION OF SOUTHWEST FLORIDA, INC.

Cape Coral, FL *(October 2002 to 2006)*

Founder & Principal

Harrison Construction of Southwest Florida, Inc. is a full service residential and commercial construction company specializing in turn-key construction services. Harrison Construction operates nationwide and is also a licensed specialist in the area of catastrophic insurance claim adjusting and repair facilitation. HCSWF has supported and serviced such clients as: Sprint Nextel, ReMax, Citizens Insurance, Aplinpeer Insurance, United Casualty Insurance and an exclusive construction rehabilitation relationship with Home Hunters USA.

AAA claim service *(2004-2006)*

Leader catastrophe claims

Supervisor (Randy Oehmig ph. # 352-257-9515)

Provided full service claim service including structure, content, and additional living expense
Claims written in Xactimate

Aplin Peer and Associates (2005-2006)
Supervisor (Chuck Eagle ph. #239-218-0258)

Provided day claim service, and catastrophe, including fire, water, vandalism, and misc. occurrences leading to structural damages

Terry Jefferies (2004-2005)

Assistant adjuster to Terry

Provided full service claim service including structure, content, and addition living expense
Claims written in Xactimate

REPUBLIC INDUSTRIES – Tulsa, OK (April 1999 – September 2002)

Subcontractor – Kitchen & Bath

Provided full service kitchen and bath design and installation services for new construction and remodeling including: demolition, framing, plumbing, venting, electrical, flooring, cabinets, finishes and fixtures.

CARPET CORNER GALLERY – Tulsa, OK (March 1997 – March 1999)

Supervisor – Flooring Installation

Supervised the installation for this full-service flooring company including: Natural wood, engineered wood, ceramic tile, stone, carpet and linoleum. Responsible for an installation and maintenance staff of thirteen (13) flooring specialists.

FLOORCRAFTERS, Inc. – Ft. Myers FL (January 1995 to January 1997)

Sub-Contractor

Responsible for custom floor design, layout and installation of all types of floor coverings for high end commercial clients.

Most notable: Successfully designed and completed the Dean Street Motel in downtown Ft. Myers, Florida.

APPRENTICE / JOURNEYMAN (September 1990 to December 1995)

Apprenticeship with over 15 Subcontractors

Responsible for all aspects of construction:

- Flooring Installation
 - Drywall installation and finishing
 - Wall covering and painting
-

- Cabinet installation
- Rough Carpentry
- Finish Carpentry
- Finishes including: Installation of fans, sinks, toilets, and other various electrical and plumbing fixtures

- Public Adjuster's License held – KY DOI #737854
- 10 years CE for Licensing requirements.
- Tulsa Community College
- Emergency Medical Technology (E.M.T)
- Anatomy and physiology
- Dick Rutkowski - NOAA
- Diver Medical Technology (D.M.T)
- Hyperbaric Medicine

Licenses Held:

- CPR certification
- Kentucky State Drivers
- D.M.T
- E.M.T
- Advanced Open Water Scuba Diver
- Mixed-Gas Nitrox Diver
- Kentucky State Public Adjuster's License
- **FORMERLY** Alabama State Independent Adjusters License
- **FORMERLY** Florida State Independent Adjusters License

FEDERAL AND STATE COURT

VJ, LLC vs. State Auto Property and Casualty Insurance Company. No. 2:14-cv-02919-SHM-dkv. In the United States District Court for the Western District of Tennessee Western Division.

Robert Sadler and Karen Sadler vs. Auto-Owners Insurance Company. No. 15-CV-7. In The Circuit Court of Decatur County, Tennessee at Decatureville.

Willard Cole and Tammy Cole vs. Auto-Owners Ins. Co. No 5:16-cv-00834-KOB. In The United States District Court For The Northern District of Alabama Northeastern Division.

Cobblestone Condominium Association, Inc. v. Travelers Casualty Insurance Company of America. No.: 5:16-cv-00573-MHH. In the United States District Court for the Northern District of Alabama Northeastern Division.

List of recommendations and completed Appraisals, available on request.

Fee schedule for Field Estimation, Appraisal, and Expert Construction Consulting

Grandinetti Consulting, Inc.

1250 State Route 387, Marion, KY 42064

239-322-0936

arthur@grandinetticonsulting.com

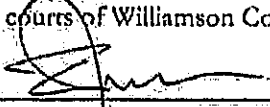
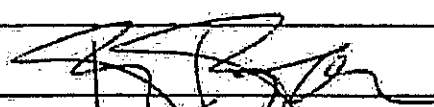
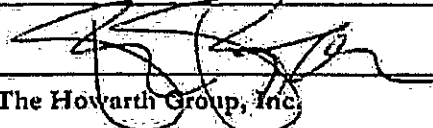
Service Type	Description	What is included	Price percentage of Gross Claim Amount	Costs
Basic Package	Review & interpretation of Expert reports, Basic estimate & Photo Walkthrough, Digital download of file	Visit to property site (first 25 miles included) 54.5 cents per mile after, Basic photo walkthrough with closeups, Final Estimate (pdf)	\$0.01 - \$100,000 1.7% \$100,001 - \$300,000 1.3% \$300,001 - \$1,000,000 1.2% \$1,000,001 - \$3mil 1.1% \$3,000,000 - \$5mil 1.0% \$5,000,000 + (negotiable) Hourly Rate: \$65/hr & 54.5 cents per mile	Expenses incurred, receipts provided
Standard Package	Review & interpretation (with opinions) of Expert reports, Sketched (Roof) and notated estimate & Photo Walkthrough, Satellite Imagery (if avail.), Digital download of file	Visit to property site (first 50 miles included) 54.5 cents per mile after, Detailed photo walkthrough with closeups and photo catalog, Final Estimate with sketched roof (pdf and esx file), EagleView report(s) and imagery	\$.01 - \$100,000 2.0% \$100,001 - \$300,000 1.6% \$300,001 - \$1,000,000 1.5% \$1,000,001 - \$3mil 1.4% \$3,000,000 - \$5mil 1.3% \$5,000,000 + (negotiable) Hourly Rate: \$65/hr & 54.5 cents per mile	Expenses incurred, receipts provided
Upgraded Package	Review & interpretation (with opinions and annotations/ email review) of Expert reports, (Sketched Roof, footprint & Interiors) notated estimate & Photo Walkthrough, Satellite Imagery (if avail.), Digital download of file, 3D Virtual Tour	Visit to property site (first 100 miles included) 54.5 cents per mile after, Detailed photo walkthrough with closeups and photo catalog, Final Estimate with roof and interior sketch (pdf and esx file), EagleView report(s) and imagery, 3D Virtual Tour - per bid, digital download of completed cataloged folder including all due diligence used and estimate with esx files.	\$.01 - \$100,000 2.5% \$100,001 - \$300,000 2.1% \$300,001 - \$1,000,000 2.0% \$1,000,001 - \$3mil 1.9% \$3,000,000 - \$5mil 1.8% \$5,000,000 + (negotiable) Hourly Rate: \$65/hr & 54.5 cents per mile 3D Camera expenses are over and above the percentage rate and are on a per job basis as discussed.	Expenses incurred, receipts provided

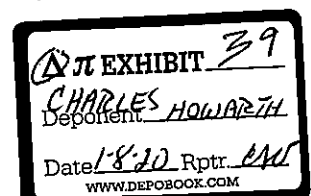
Appraisal Rates		This includes estimate changes, Appraisal meeting, and Umpire meeting - negotiation to closure with award.	\$85/hr per hour worked, 54.5 cents per mile	Expenses incurred, receipts provided
Expert Construction Consulting/ Testimony		This includes compilation of all information contained in my files, review of that info. for presentation to opposing counsel, preparation for deposition, and trial if necessary.	\$115/hr per hour worked, 54.5 cents per mile	Expenses incurred, receipts provided

APPRAISAL EMPLOYMENT AGREEMENT - COMMERCIAL

WHEREAS HAMAN INC, DBA KNIGHTS INN ("Insured") is the owner of a property located at 1121 9TH AVE SW, BESSEMER AL 35022 which is insured by CHUBB CUSTOMERS CO ("Carrier"); and, that a disagreement has arisen between the Insured and the Carrier regarding the proper valuation of the FIRE loss sustained by the Insured on or about 3/22/2014; now therefore, the parties agree as follows:

1. The Insured hereby employs The Howarth Group ("THG") for the purpose of determining the amount of the loss and for presenting this valuation to the appraisal panel and/or the Carrier. In this regard, THG is directed to notify the Carrier of the Insured's invocation of the appraisal provision of the policy and is hereby appointed as the Insured's appraiser as required by the policy. THG will present the strongest legitimate claim available for the Insured within the terms of the Agreement, with due consideration to the circumstances of the loss and the customs and practices in the industry. However, the Insured acknowledges that THG will not act as a mere advocate on their behalf, but will present to the appraiser appointed by the Carrier, as well as to the umpire, its conscientious, impartial and well-considered opinions and will strive to reach common ground consistent with the rights, duties and obligations of both the Insured and the Carrier.
2. The parties acknowledge that THG and its employees are not attorneys and therefore do not provide legal representation or tender legal advice.
3. The Insured agrees to pay THG in consideration for its services an hourly rate of \$375.00 per hour together with all expenses reasonably incurred in the appraisal. However, because THG has expressed to the Insured the opinion that the amount proposed by the Carrier to the Insured is inadequate, and because THG agrees that a reasonable limitation of the amount of compensation will be necessary for the Insured to realize a benefit from the appraisal, THG agrees that the total fee charged will not exceed thirty percent (30%) of the additional settlement awarded to the Insured, and additionally, *should the process produce no additional settlement then no fee will be due*. THG does not make any promise or guarantee that a recovery can or will be obtained.
4. The Insured assigns to THG the right to be paid as a joint payee by the Carrier on any additional structural payments issued on this loss and agrees to notify THG within three (3) business days of any check from the Carrier (along with a copy of the check) and to pay THG within ten (10) business days of receipt of their invoice.
5. THG is an independent party and is not affiliated with any insurance company.
6. This Agreement contains the entire agreement between the parties and there are no oral or written representations, promises, agreements or arrangements between the parties, expressed or implied, other than those set forth in this Agreement. This Agreement will be interpreted in accordance with the local laws of the State of Tennessee.
7. Should the Insured default in the payment of THG's fee, interest will accrue on the unpaid balance at the rate of ten percent (10%) per annum and the Insured agrees to pay all costs and expenses associated with THG's effort to collect any unpaid balance. The parties agree that the sole venue for any dispute arising out of this agreement will be in the courts of Williamson County, TN.

 Title: YIP Date: 11/29/15
 Title: _____ Date: _____
 Title: Charles Howarth Date: 11/29/15
The Howarth Group, Inc.



The Howarth Group, Inc.


**THE
HOWARTH
GROUP**

INSURANCE CLAIM CONSULTANTS

February 25, 2015

Mr. Brent Perich, Adjuster
Chubb Insurance
York Rise Services Group, Inc.
1817 Perimeter Center W., Ste. W403
Atlanta, GA 30338

RE:	Your Insured	Haman Inc./Knights Inn
	Location of Loss	112 9 th Ave. SW
		Bessemer, AL 35022
	Date of Loss	3/22/2014
	Policy Number	99783842000
	Claim Number	047514019355

Dear Mr. Perich,

I am writing to advise you that Haman Inc./Knights Inn have several differences with the settlement offer presented by your company on the above referenced loss. In their effort to resolve these differences about the loss they have decided to invoke the Appraisal provision of the policy and have employed me to serve as their appraiser. A copy of my Appraisal Employment Agreement is enclosed which provides the written notice required by the policy. Please select an Appraiser to represent your company in the Appraisal process within the time frame provided for in the Appraisal provision and have him or her contact me directly so that we can get the process under way as soon as possible.

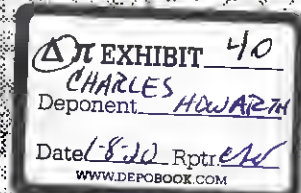
Your insured has asked me to request a certified copy of the policy on their behalf. Please send this copy of the policy directly to Zarin Visram at 3232 Arbor Hill Trace, Hoover, AL 35244 as soon as possible.

If you would like to get a better understanding of the differences that exist or would like to make one last effort to resolve the matter prior to entering the formal Appraisal process, please contact me as I would be happy to meet you on site in my role as Haman Inc./Knights Inn, Zarin Visram's appraiser to go through the differences and review the items in dispute. Otherwise, I will anticipate a call from your Appraiser within the next week or so. My cell number is 615-406-0834.

Sincerely,

[Signature]
Chuck Howarth, CPCU
The Howarth Group, Inc.

Ch/ah
Enclosure
Cc: Zarin Visram



377 E. 10th St., North, Bowling, TN 37054

615-550-5500

800-472-2266

615-550-5500

The Howarth Group, Inc.

APPRAISAL & EMPLOYMENT AGREEMENT - COMMERCIAL

WHEREAS MANMAN INC. DBA KROGER INC. ("Insured") is the owner of a property located at 1131 4th Ave SW, Bessemer AL 35822 which is insured by GULF COUNTRY INS CO ("Carrier"); and, that a disagreement has arisen between the Insured and the Carrier regarding the proper valuation of the FIRE loss sustained by the Insured on or about 3/23/2017; now therefore, the parties agree as follows:

1. The Insured hereby employs The Howarth Group ("THG") for the purpose of determining the amount of the loss and for presenting this valuation to the appraisal panel and/or the Carrier. In this regard, THG is directed to notify the Carrier of the Insured's invocation of the appraisal provision of the policy and is hereby appointed as the Insured's appraiser as required by the policy. THG will present the strongest legitimate claim available for the Insured within the terms of the Agreement, with due consideration to the circumstances of the loss and the customs and practices in the industry. However, the Insured acknowledges that THG will not act as a mere advocate on their behalf, but will present to the appraiser appointed by the Carrier, as well as to the umpire, its conscientious, impartial and well-considered opinions and will strive to reach common ground consistent with the rights, duties and obligations of both the Insured and the Carrier.
2. The parties acknowledge that THG and its employees are not attorneys and therefore do not provide legal representation or render legal advice.
3. The Insured agrees to pay THG in consideration for its services an hourly rate of \$.
4. The Insured assigns to THG the right to be paid as a joint payee by the Carrier on any additional structural payments issued on this loss and agrees to notify THG within three (3) business days of any check from the Carrier (along with a copy of the check) and to pay THG within ten (10) business days of receipt of their invoice.
5. THG is an independent party and is not affiliated with any insurance company.
6. This Agreement contains the entire agreement between the parties and there are no oral or written representations, promises, agreements or arrangements between the parties, expressed or implied, other than those set forth in this Agreement. This Agreement will be interpreted in accordance with the local laws of the State of Tennessee.
7. Should the Insured default in the payment of THG's fee, interest will accrue on the unpaid balance at the rate of ten percent (10%) per annum and the Insured agrees to pay all costs and expenses associated with THG's effort to collect any unpaid balance. The parties agree that the sole venue for any dispute arising out of this agreement will be in the courts of Williamson County, TN.

The Howarth Group, Inc.

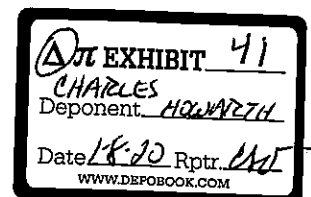
PERICH000825

APPRAISAL EMPLOYMENT AGREEMENT - COMMERCIAL

WHEREAS HAMAN, INC. DBA KNIGHTS INN ("Insured") is the owner of a property located at 1121 9TH AVE SW, BESSEMER, AL 35022 which is insured by CHUBB CUSTOM INS ("Carrier"); and, that a disagreement has arisen between the Insured and the Carrier regarding the proper valuation of the STORM loss sustained by the Insured on or about 4-22-14; now therefore, the parties agree as follows:

1. The Insured hereby employs The Howarth Group ("THG") for the purpose of determining the amount of the loss and for presenting this valuation to the appraisal panel and/or the Carrier. In this regard, THG is directed to notify the Carrier of the Insured's invocation of the appraisal provision of the policy and is hereby appointed as the Insured's appraiser as required by the policy. THG will present the strongest legitimate claim available for the Insured within the terms of the Agreement, with due consideration to the circumstances of the loss and the customs and practices in the industry. However, the Insured acknowledges that THG will not act as a mere advocate on their behalf, but will present to the appraiser appointed by the Carrier, as well as to the umpire, its conscientious, impartial and well-considered opinions and will strive to reach common ground consistent with the rights, duties and obligations of both the Insured and the Carrier.
2. The parties acknowledge that THG and its employees are not attorneys and therefore do not provide legal representation or render legal advice.
3. The Insured agrees to pay THG in consideration for its services an hourly rate of \$375.00 per hour plus all expenses reasonably incurred in the appraisal. However, because THG has expressed to the Insured the opinion that the amount proposed by the Carrier to the Insured is inadequate, and because THG agrees that a reasonable limitation of the amount of compensation will be necessary for the Insured to realize a benefit from the appraisal, THG agrees that the total hourly fee charged will not exceed thirty percent (30%) of the additional settlement awarded to the Insured, and additionally, should the process produce no additional settlement then no fee will be due. THG does not make any promise or guarantee that a recovery can or will be obtained. ABOVE 34,577 ACV OK 2/1
4. The Insured assigns to THG the right to be paid as a joint payee by the Carrier on any additional structural payments issued on this loss and agrees to notify THG within three (3) business days of any check from the Carrier (along with a copy of the check) and to pay THG within ten (10) business days of receipt of their invoice.
5. THG is an independent party and is not affiliated with any insurance company.
6. This Agreement contains the entire agreement between the parties and there are no oral or written representations, promises, agreements or arrangements between the parties, expressed or implied, other than those set forth in this Agreement. This Agreement will be interpreted in accordance with the local laws of the State of Tennessee.
7. Should the Insured default in the payment of THG's fee, interest will accrue on the unpaid balance at the rate of ten percent (10%) per annum and the Insured agrees to pay all costs and expenses, including reasonable attorney fees, associated with THG's effort to collect any unpaid balance. By executing this Agreement, the Insured specifically agrees that any disputes arising as a result of the Agreement, including collection efforts, shall be governed by and construed in accordance with the laws of the State of Tennessee and furthermore that the proper and sole jurisdiction and venue for any dispute arising out of this Agreement shall be the courts of Williamson County, Tennessee.

[Signature] Title: V. President Date: 6/15/15
[Signature] Title: Chairman Committee Date: 6/15/15
 The Howarth Group, Inc.





**THE
HOWARTH
GROUP**

INSURANCE CLAIM CONSULTANTS

RECEIVED

JUL 14 2015 U

OSC East

July 6, 2015

Mr. Randy Wilburn, Adjuster
Chubb Custom Insurance Co.
605 Crescent Executive Ct, Ste. 300
Lake Mary, FL 37246

RE:	Your Insured:	Haman Inc. dba Knights Inn
	Location of Loss:	1121 9 th Ave, SW Bessemer, AL 35022
	Date of Loss:	4/28/2014
	Policy Number:	9978342000
	Claim Number:	WKFC 5689A9

Dear Mr. Wilburn,

I am writing to advise you that Haman Inc., Knights Inn have several differences with the settlement offer presented by your company on the above referenced loss. In their effort to resolve these differences about the loss they have decided to invoke the Appraisal provision of the policy and have employed me to serve as their appraiser. A copy of my Appraisal Employment Agreement is enclosed which provides the written notice required by the policy. Please select an Appraiser to represent your company in the Appraisal process within the time frame provided for in the Appraisal provision and have him or her contact me directly so that we can get the process under way as soon as possible.

Your insured has asked me to request a certified copy of the policy on their behalf. Please send this copy of the policy directly to Haman Inc., Knights Inn as soon as possible.

If you would like to get a better understanding of the differences that exist or would like to make one last effort to resolve the matter prior to entering the formal Appraisal process please contact me as I would be happy to meet you on site in my role as Haman Inc., Knights Inn's appraiser to go through the differences and review the items in dispute. Otherwise, I will anticipate a call from your Appraiser within the next week or so. My cell number is 615-406-0834 and my email is chuck@thehowarthgroup.com.

Sincerely,

Chuck Howarth, CPCU
The Howarth Group, Inc.





CH/ah
Enclosure
Cc. Haman Inc., Knights Inn

C007238

APPRAISAL EMPLOYMENT AGREEMENT - COMMERCIAL

WHEREAS HAMAN, INC. DRA KNIGHTS INN ("Insured") is the owner of a property located at 1121 9TH AVE SW, BESSEMER, AL 35022 which is insured by CHUBB CUSTOM INS ("Carrier"); and, that a disagreement has arisen between the Insured and the Carrier regarding the proper valuation of the STORM loss sustained by the Insured on or about 4-22-14; now therefore, the parties agree as follows:

1. The Insured hereby employs The Howarth Group ("THG") for the purpose of determining the amount of the loss and for presenting this valuation to the appraisal panel and/or the Carrier. In this regard, THG is directed to notify the Carrier of the Insured's invocation of the appraisal provision of the policy and is hereby appointed as the Insured's appraiser as required by the policy. THG will present the strongest legitimate claim available for the Insured within the terms of the Agreement, with due consideration to the circumstances of the loss and the customs and practices in the industry. However, the Insured acknowledges that THG will not act as a mere advocate on their behalf, but will present to the appraiser appointed by the Carrier, as well as to the umpire, its conscientious, impartial and well-considered opinions and will strive to reach common ground consistent with the rights, duties and obligations of both the Insured and the Carrier.
2. The parties acknowledge that THG and its employees are not attorneys and therefore do not provide legal representation or render legal advice.
3. The Insured agrees to pay THG in consideration for its services an hourly rate of \$.
4. The Insured assigns to THG the right to be paid as a joint payee by the Carrier on any additional structural payments issued on this loss and agrees to notify THG within three (3) business days of any check from the Carrier (along with a copy of the check) and to pay THG within ten (10) business days of receipt of their invoice.
5. THG is an independent party and is not affiliated with any insurance company.
6. This Agreement contains the entire agreement between the parties and there are no oral or written representations, promises, agreements or arrangements between the parties, expressed or implied, other than those set forth in this Agreement. This Agreement will be interpreted in accordance with the local laws of the State of Tennessee.
7. Should the Insured default in the payment of THG's fee, interest will accrue on the unpaid balance at the rate of ten percent (10%) per annum and the Insured agrees to pay all costs and expenses, including reasonable attorney fees, associated with THG's effort to collect any unpaid balance. By executing this Agreement, the Insured specifically agrees that any disputes arising as a result of the Agreement, including collection efforts, shall be governed by and construed in accordance with the laws of the State of Tennessee and furthermore that the proper and sole jurisdiction and venue for any dispute arising out of this Agreement shall be the courts of Williamson County, Tennessee.



 The Howarth Group, Inc.

Title:

V. President

Date:

6/15/15

Title:

Chair Committee

Date:


6/15/15

The Howarth Group | Pub X

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Three decades of experience enables us to guarantee that if we take on your claim as your Tennessee public adjuster, Kentucky public adjuster, Mississippi public adjuster or Alabama insurance appraiser we will increase your settlement or you owe us nothing.

That's a promise.

Simply stated, our clients keep 100% of what the insurance company initially offers them and we are compensated on only a small percentage of the additional monies we get for them.



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

HAMAN, INC.

Plaintiff,

v.

NO. 2:18-CV-01534-KOB

CHUBB CUSTOM INSURANCE
COMPANY, ET AL.

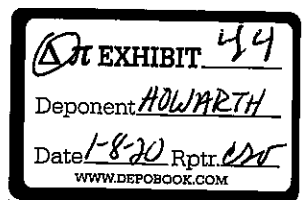
Defendant.

PLAINTIFF HAMAN, LLC'S
DESIGNATION OF EXPERT WITNESSES

Comes now the Plaintiff and lists the following expert witnesses pursuant to Fed. R. Civ. P. 26(a)(2)(B).

1. Charles "Chuck" Howarth – The Howarth Group, 137 Third Avenue, North, Franklin, Tennessee 37064, telephone (615) 550-5500, facsimile (615) 550-5501.

Mr. Howarth is an insurance consultant, appraiser and adjuster with over thirty-six (36) years of insurance claims experience. He is knowledgeable about the specific damages to the Knights Inn that were caused by both the fire loss and the storm loss. He and Arthur Grandinetti and Sarah Grandinetti performed detailed inspections of the premises at Knights Inn. Mr. Howarth will testify concerning damage assessments made during inspections made by The Howarth Group as they relate to damage, repair costs, replacement costs and actual cash value. Mr. Howarth's curriculum vitae, list of prior expert testimony, valuation of



loss, summary of opinions and hourly rate are attached hereto under Exhibit "A".

Mr. Howarth may also respond to any other testimony provided in his area of expertise, including any testimony that is offered by the Defendant Chubb. The Howarth Group prepared a report of observations of Knights Inn. That report related to the fire loss has been previously produced in this litigation and consists of 225 pages and numerous photos.

The Howarth Group has also prepared a separate wind and roofing damage report dated January 10, 2016, comprising the sum of 52 pages, and numerous photos. That report and photos has also been provided.

Mr. Howarth will base his opinions upon personal inspections and upon inspections of The Howarth Group.

Mr. Howarth has also reviewed the report of Tom Irmiter, Forensic Building Science, Inc., a roofing specialist.

Mr. Howarth is familiar with the reports and photographs provided by the Defendant Chubb.

Mr. Howarth is familiar with the insurance principles and policy terms and conditions and the requirements of good faith. He is particularly familiar with the appraisal process procedures and the policy in question. He is critical of the claims handling and of the appraisal conduct of Chubb and its representatives.

Mr. Howarth has had numerous meetings and interviews with the owner of the Knights Inn.

Mr. Howarth's opinions are based upon his knowledge, skill, expertise, training, education, and review of his firm's work materials, and the work materials of others and any other documents produced or generated in this litigation that were supplied to him. He has been provided with the Bates documents produced by Defendant. Mr. Howarth has not been provided with any deposition testimony in the case because there have been no depositions taken

prior to his designation as an expert.

2. Sarah Grandenetti – Sarah assisted Mr. Howarth with the Knights Inn claim. Her work product is included in the inventory loss estimate. Her curriculum vitae, valuation of loss, list of prior expert testimony and summary of opinions are provided herewith under Exhibit “B”.

3) Tom Irmiter, President Forensic Building Science, Inc., 2168 Juliet Avenue, St. Paul, MN 55105, telephone 651-222-6509.

Mr. Irmiter is a licensed building inspector and appraiser with over forty-three (43) years of experience. He has investigated literally thousands of storm and fire damage claims. He inspected the premises of Knights Inn and made a building damage assessment, listed as an initial report, rendered August 20, 2015. That detailed report has been provided to counsel for Chubb.

Mr. Irmiter will testify concerning the storm claims and the scope of the damage.

Mr. Irmiter may respond to any testimony provided in his area of expertise and any other testimony from any other witness concerning his area of expertise, including his review of opinions concerning the testimony of the Defendant’s representatives.

Mr. Irmiter visited the premises, made his own studies, photographs, calculations, observations and reports. His photographs are attached to his report.

Mr. Irmiter’s opinions are based upon his knowledge, skill, expertise, training, education and actual inspections, inspection reports and work materials of others, and other documents produced and/or generated in this litigation. Mr. Irmiter’s resume, expert testimony list and compensation schedule is attached hereto under Tab “C”.

4. Arthur Grandinetti - Arthur's work product, his evaluation of the losses, is including in The Howarth Group's estimate. He has personal knowledge of the losses and assisted with the evaluations. Those reports are referenced in The Howarth disclosures herein.

5. Plaintiff Haman, LLC reserves the right to call or elicit testimony, by deposition or at trial, from any expert witnesses designated and/or called by Defendant Chubb. Plaintiff Haman, LLC denies, however, that any such "experts" or other witnesses designated by Defendant Chubb are qualified and/or competent to testify as experts, unless and until, their qualifications to render opinions or testimony are established.

6. Plaintiff Haman, LLC reserves the right to amend and/or supplement its designation of expert witnesses pursuant to Fed. R. Civ. P. or pursuant to the Court's order with additional experts and/or opinions upon which the Defendant Chubb designates an expert and provides a report and complies with the Fed. R. Civ. P. and this Court's order and/or deposition testimony. Neither Chuck Howarth or any other Plaintiff experts have been provided with any deposition testimony in the case because there have been no depositions taken prior to this designation as an expert.

DATE: April 30, 2019.

/s/Gary V. Conchin

Gary V. Conchin (ASB 1263-C56G)
Attorney for Haman, Inc.

OF COUNSEL:

CONCHIN, CLOUD & COLE, LLC
2404 Commerce Court
Huntsville, AL 35801
Phone: 256-705-7777
Fax: 256-705-7778
gary@conchincloudcole.com

/s/ Gregory A. Brockwell
Gregory A. Brockwell (ASB-9949-R49B)

/s/ Jason R. Smith
Jason R. Smith (ASB-2692-J50S)

OF COUNSEL:

Brockwell Smith LLC
2100 1st Avenue North, Suite 300
Birmingham, Alabama 35203
Phone: (205) 800-8500
greg@brockwellsmith.com
jay@brockwellsmith.com

CERTIFICATE OF SERVICE

I hereby certify that on the 30th day of April 2019, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following: Wayne D. Taylor, Michelle A. Sherman, and Mark D. Hess, and I certify that I have e-mailed and mailed by United States Postal Service the document to the following non-CM/ECF participants:

Wayne D. Taylor
Michelle A. Sherman
MOZLEY, FINLAYSON & LOGGINS LLP
One Premier Plaza, Suite 900 5605 Glenridge Drive
Atlanta, Georgia 30342
Tel: (404) 256-0700
Fax: (404) 250-9355

wtaylor@mflaw.com
msherman@mflaw.com

Mark D. Hess
HAND ARENDALL HARRISON SALE LLC
1801 5th Avenue North, Suite 400
Birmingham, Alabama 35203
Tel: (205) 324-4400
Fax: (205) 322-1163
mhess@handarendall.com

/s/Gary V. Conchin
Gary V. Conchin (ASB 1263-C56G)

**BELFOR Property Restoration**

205 Citation Court - Homewood, AL 35209
 (205) 941-0315 Tel. - (205) 941-0316 Fax.
 AL License # BC 38777 - Fed ID # 84-1309171

Client: Knights Inn
 Property: 1121 9th Ave SW
Bessemer, AL 35022

Home: (205) 424-9780

Operator: PHIL HOR

Estimator: Phil Horne

Business: (205) 504-3133

E-mail: phil.horne@us.belfor.com

Type of Estimate: Fire

Date Entered: 5/30/2014

Date Assigned:

Price List: ALBI8X_MAY14

Labor Efficiency: Restoration/Service/Remodel

Estimate: 14-62-KNIGHTS_INN-2

We would like to thank you for the opportunity to provide you with this estimate. The total cost for the repairs detailed in the following estimate is \$466,838.73.

The attached estimate details the specific work to be completed. Additional work outside of that specified in this estimate will be through separate proposal(s) and/or change order(s) detailing the additional/changed scope of work as well as the terms and pricing of those changes. Repairs will be scheduled after a signed copy of this estimate is received.

Progress payments may be billed at 25%, 50%, 75%, and 90% of completion with the balance due upon substantial completion of this scope of work. Change orders will be billed as completed and credits will be applied to the final contract billing.

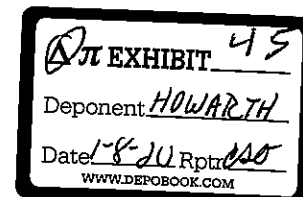
Unless noted otherwise, the customer is required to provide heat, water and electricity on-site for the duration of this project. The customer is responsible for providing continuous access to the project area during normal business hours, Monday - Friday, 8:00 am - 5:00 pm. Where an item is being replaced, we will be matching the existing item's quality, color, finish, texture or material as close as possible where applicable unless noted otherwise, there is no guaranty either specified or implied on exact matches. This estimate does not include hazardous material testing or abatement unless specifically detailed in the following estimate.

This estimate is valid for 30 days from 6/27/2014. If you have any questions about this estimate, please contact Phil Horne to discuss those questions.

I/we agree to the terms and conditions of this proposal.

Owner/Authorized signature _____ Date _____

BELFOR Representative _____ Date _____



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 AL License # BC 38777 - Fed ID # 84-1309171

14-62-KNIGHTS_INN-2**14-62-KNIGHTS_INN-2****DESCRIPTION****QTY**

1. This is an estimate prepared on the basis of visual inspections prior to demolition work and subject to ongoing revisions as the job progresses.
2. Provisions for Code, Law and Ordinance may/may not be contained in this estimate. Additional items may be requested before or during repairs by city inspections, they will be submitted for approval as they arise.
3. NO provisions for damage to driveway or landscape are contained in this estimate. BELFOR specifically disclaims any damage to driveway and landscape.
4. All necessary permits will be applied for prior to commencement of work.
5. All required inspections will be obtained at the appropriate intervals.

6. Due to the nature of this fire, there will probably be some electrical wiring and plumbing that is damaged in the party walls between the units. This will not be determined until demo is done. If damage is found, that will be brought to the attention of the owner and adjuster immediately.

Office**Receptionist****Height: 8'****DESCRIPTION****QTY**

- | | | |
|--|-----------------------------|-----------|
| 2,002. Seal/prime then paint the walls and ceiling (2 coats) | | 952.78 SF |
| 2,003. Clean the walls and ceiling | 109-no access 103-no access | 952.78 SF |
| 2,004. Clean the floor | 104-no access 101-no access | 331.44 SF |

Room Measures:
 12'x 20'9"
 MNV - 3'4"x6'8"
 vanity - 6'1"x4'11"
 H/S - 5'6"x4'11"
 171-no access
 174-no access
 173-no access
 ice/vent- 28'4"x14'9"
 MNV - 8'8"
 MNV - 12'
 Laundry (12'x26')
 plaster & mud
 10'x15'2"
 102'x28'
 Room 110
 Corridors - 5'
 Height - 9'
 Stairs
 10'10"x8'4"
 18'8" tall
 *poured concrete in rooms
 *point, handrail & side walls
 *maintenance room access door - power no backups on battery

Bathroom1**Height: 8'****DESCRIPTION****QTY**

- | | | | | |
|--|------------------------------|---------------|---------------|-----------|
| 13. R&R Suspended ceiling tile - 2' x 2' | 281-no access | 277-no access | 267-no access | 26.18 SF |
| 902. Clean suspended ceiling grid | 280-chain locked from inside | 276-no access | 264-" " | 26.18 SF |
| 14. R&R Batt insulation - 4" - R11 - paper faced | | 275-no access | 263-" " | 26.18 SF |
| 903. Clean wallpaper | | 273-" " | 262-" " | 82.00 SF |
| 16. Clean floor - tile | 279-no access | 269-" " | | 26.18 SF |
| 19. Clean toilet - Light | 278-chain locked from inside | 270-" " | | 1.00 EA |
| 20. Clean shower | | | | 1.00 EA |
| 199. Seal ceiling joist system for odor | | | | 190.18 SF |

14-62-KNIGHTS_INN-2

*Remember
 Ext. lights.*

221 - no access

220 - " "

219 - " "

218 - " "

210 - " "

209 - " "

208 - no access 6/27/2014

207 - " "

206 - " "

205 - " "

204 - " "

203 - " "

202 - " "

201 - " "

A/C on

Baby

there.

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Vanity Area1**Height: 8'****DESCRIPTION****QTY**

1. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
901. Clean suspended ceiling grid	30.21 SF
3. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
5. Clean wallpaper	153.44 SF
7. Clean and deodorize carpet - Light	30.21 SF
200. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

9. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
899. Clean suspended ceiling grid	247.00 SF
10. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
11. Clean wallpaper	497.44 SF
12. Clean and deodorize carpet - Light	247.00 SF
21. Clean curtains - plain - medium - Full service	2.00 EA
201. Seal ceiling joist system for odor	744.44 SF
900. Clean window unit (per side) 41 - 60 SF	1.00 EA
17. Reglaze 1/4" annealed/float glass - 40 sf maximum	15.00 SF

Room 111**Bathroom****Height: 8'****DESCRIPTION****QTY**

22. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
23. R&R Batt insulation - 6" - R19 - paper faced	26.18 SF
28. 5/8" drywall - hung only (no tape or finish)	108.18 SF
907. R&R 1/2" drywall - hung only (no tape or finish)	82.00 SF
912. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
905. Paint door slab only - 2 coats (per side)	1.00 EA
906. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
909. R&R Toilet	1.00 EA
908. R&R Bathtub	1.00 EA
910. R&R Tile tub surround - up to 60 SF	1.00 EA
911. R&R Tub/shower faucet	1.00 EA
914. R&R Tile floor covering	26.18 SF
913. R&R Tile base	20.50 LF
202. Seal ceiling joist system for odor	190.18 SF

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Vanity Area/Room	Height: 8'
DESCRIPTION	QTY
30. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
915. Clean suspended ceiling grid	30.21 SF
31. R&R Batt insulation - 6" - R19 - paper faced	30.21 SF
32. 5/8" drywall - hung only (no tape or finish)	153.44 SF
916. Paint door slab only - 2 coats (per side)	1.00 EA
917. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
90. R&R Carpet	18.58 SF
918. R&R Carpet pad	30.21 SF
920. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
35. R&R Countertop - post formed plastic laminate - Standard grade	6.00 LF
37. Detach & Reset Sink - single	1.00 EA
203. Seal ceiling joist system for odor	183.65 SF

Bedroom	Height: 8'
DESCRIPTION	QTY
40. R&R Batt insulation - 6" - R19 - paper faced	247.00 SF
41. 5/8" drywall - hung only (no tape or finish)	744.44 SF
42. R&R Carpet	247.00 SF
919. R&R Carpet pad	247.00 SF
91. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
45. Clean curtains - plain - medium - Full service	2.00 EA
921. Clean door (per side)	1.00 EA
922. Paint door slab only - 2 coats (per side)	1.00 EA
923. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
924. Clean window unit (per side) 41 - 60 SF	1.00 EA
204. Seal ceiling joist system for odor	744.44 SF

Room 112

Bathroom1	Height: 8'
DESCRIPTION	QTY
46. R&R 5/8" drywall - hung, taped, floated, ready for paint	164.00 SF
47. R&R Batt insulation - 4" - R11 - paper faced	108.18 SF
48. R&R Suspended ceiling system - Standard grade - 2' x 2'	26.18 SF
49. R&R Wallpaper - Standard grade	82.00 SF
51. R&R Tile tub surround - up to 60 SF	55.00 EA
53. R&R Tile floor covering	26.18 SF
55. R&R Bathtub	1.00 EA
56. R&R Tub/shower faucet	1.00 EA

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CONTINUED - Bathroom1

DESCRIPTION	QTY
57. R&R Toilet	1.00 EA
58. R&R Toilet paper holder	1.00 EA
81. R&R Interior door unit	1.00 EA
83. Paint door slab only - 2 coats (per side)	1.00 EA
85. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
205. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
62. R&R 5/8" drywall - hung, taped, floated, ready for paint	115.08 SF
63. R&R Batt insulation - 4" - R11 - paper faced	106.93 SF
64. R&R Suspended ceiling system - Standard grade - 2' x 2'	30.21 SF
65. R&R Wallpaper - Standard grade	153.44 SF
927. R&R Wallpaper border	22.17 LF
86. Paint door slab only - 2 coats (per side)	1.00 EA
87. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
72. R&R Coat Rack - Commercial - wall mounted	1.00 LF
73. R&R Carpet	30.21 SF
928. R&R Carpet pad	30.21 SF
88. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
206. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
74. R&R 5/8" drywall - hung, taped, floated, ready for paint	124.36 SF
75. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
76. R&R Suspended ceiling system - Standard grade - 2' x 2'	247.00 SF
77. R&R Wallpaper - Standard grade	497.44 SF
926. R&R Wallpaper border	65.17 LF
79. R&R Carpet	247.00 SF
925. R&R Carpet pad	247.00 SF
89. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
80. Clean curtains - plain - medium - Full service	2.00 EA
92. R&R Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
652. Additional charge for a retrofit exterior door	1.00 EA
653. On site door prep. for full mortised lockset - Labor only	1.00 EA
654. R&R Entrance hardware - card key	1.00 EA
94. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA

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6/27/2014

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CONTINUED - Bedroom1

DESCRIPTION	QTY
95. Paint door slab only - 2 coats (per side)	1.00 EA
207. Seal ceiling joist system for odor	744.44 SF

Room 114

Bathroom1	Height: 8'
DESCRIPTION	QTY
96. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
938. Clean suspended ceiling grid	26.18 SF
97. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
98. Clean the walls	164.00 SF
939. Clean door (per side)	1.00 EA
940. Paint door slab only - 2 coats (per side)	1.00 EA
941. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
99. Clean floor - tile	26.18 SF
100. Clean toilet - Light	1.00 EA
101. Clean shower	1.00 EA
208. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
102. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
934. Clean suspended ceiling grid	30.21 SF
103. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
104. Clean the walls	153.44 SF
935. Clean door (per side)	1.00 EA
936. Paint door slab only - 2 coats (per side)	1.00 EA
937. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
105. Clean and deodorize carpet - Light	30.21 SF
106. Clean countertop	18.00 SF
107. Clean sink	1.00 EA
108. Clean sink faucet	1.00 EA
209. Seal ceiling joist system for odor	183.65 SF

**BELFOR Property Restoration**

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Bedroom1**Height: 8'****DESCRIPTION****QTY**

109. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
929. Clean suspended ceiling grid	247.00 SF
110. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
111. Clean wallpaper	497.44 SF
930. Clean door (per side)	1.00 EA
931. Paint door slab only - 2 coats (per side)	1.00 EA
932. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
112. Clean and deodorize carpet - Light	247.00 SF
114. Clean curtains - plain - medium - Full service	2.00 EA
115. Wallpaper Hanger - per hour	4.00 HR
The above line item is to repair the seams in the wallpaper where they are loose.	
178. Contents - move out then reset - Extra large room	1.00 EA
210. Seal ceiling joist system for odor	744.44 SF
933. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 115**Bathroom1****Height: 8'****DESCRIPTION****QTY**

116. R&R Suspended ceiling system - 2' x 2'	26.18 SF
117. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
966. R&R 5/8" drywall - hung, taped, ready for texture	82.00 SF
967. R&R 1/2" acoustic drywall - hung, taped, ready for texture	82.00 SF
968. R&R Wallpaper	164.00 SF
969. R&R Wallpaper border	20.50 LF
974. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
975. Paint door slab only - 2 coats (per side)	1.00 EA
976. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
970. R&R Tile tub surround - up to 60 SF	1.00 EA
971. R&R Bathtub	1.00 EA
972. R&R Tub/shower faucet	1.00 EA
973. R&R Toilet	1.00 EA
977. R&R Tile floor covering	26.18 SF
978. R&R Tile base	20.50 LF
211. Seal ceiling joist system for odor	190.18 SF
996. R&R Bathroom ventilation fan w/light	1.00 EA

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

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CONTINUED - Vanity Area1

DESCRIPTION	QTY
122. Suspended ceiling system - 2' x 2'	30.21 SF
123. Batt insulation - 4" - R11 - paper faced	30.21 SF
952. R&R 1/2" acoustic drywall - hung, taped, ready for texture	153.44 SF
953. R&R Wallpaper	153.44 SF
954. R&R Wallpaper border	22.17 LF
955. Clean door (per side)	1.00 EA
956. Paint door slab only - 2 coats (per side)	1.00 EA
957. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
958. R&R Carpet	30.21 SF
959. R&R Carpet pad	30.21 SF
960. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
129. Countertop - Granite or Marble	18.00 SF
961. R&R Sink - single	1.00 EA
962. R&R Sink faucet - Bathroom	1.00 EA
963. R&R Coat Rack - Commercial - wall mounted	1.00 LF
964. R&R Mirror - 1/4" plate glass	11.00 SF
212. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
130. Suspended ceiling system - 2' x 2'	247.00 SF
131. Batt insulation - 4" - R11 - paper faced	247.00 SF
942. R&R 1/2" acoustic drywall - hung, taped, ready for texture	124.36 SF
943. R&R Wallpaper	497.44 SF
944. R&R Wallpaper border	65.17 LF
945. Clean door (per side)	1.00 EA
946. Paint door slab only - 2 coats (per side)	1.00 EA
947. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
948. Clean window unit (per side) 41 - 60 SF	1.00 EA
949. R&R Carpet	247.00 SF
950. R&R Carpet pad	247.00 SF
951. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
134. Clean curtains - plain - medium - Full service	2.00 EA
213. Seal ceiling joist system for odor	744.44 SF

Room 116

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Bathroom1		Height: 8'
DESCRIPTION		QTY
136. R&R Suspended ceiling tile - 2' x 2'		26.18 SF
137. R&R Batt insulation - 4" - R11 - paper faced		26.18 SF
138. Clean wallpaper		164.00 SF
985. Clean door (per side)		1.00 EA
139. Clean floor - tile		26.18 SF
140. Clean toilet - Light		1.00 EA
141. Clean shower		1.00 EA
214. Seal ceiling joist system for odor		190.18 SF

Vanity Area1		Height: 8'
DESCRIPTION		QTY
142. R&R Suspended ceiling tile - 2' x 2'		30.21 SF
143. R&R Batt insulation - 4" - R11 - paper faced		30.21 SF
144. Clean wallpaper		153.44 SF
982. Clean door (per side)		1.00 EA
145. Clean and deodorize carpet - Light		30.21 SF
146. Clean countertop		18.00 SF
147. Clean sink		1.00 EA
148. Clean sink faucet		1.00 EA
215. Seal ceiling joist system for odor		183.65 SF

Bedroom1		Height: 8'
DESCRIPTION		QTY
149. R&R Suspended ceiling tile - 2' x 2'		247.00 SF
155. Clean suspended ceiling grid		247.00 SF
150. R&R Batt insulation - 4" - R11 - paper faced		247.00 SF
151. Clean wallpaper		497.44 SF
981. Clean door (per side)		1.00 EA
152. Clean and deodorize carpet - Light		247.00 SF
153. Clean curtains - plain - medium - Full service		2.00 EA
154. Wallpaper Hanger - per hour		4.00 HR
The above line item is to repair the seams in the wallpaper where they are loose.		
177. Contents - move out then reset - Extra large room		1.00 EA
216. Seal ceiling joist system for odor		744.44 SF

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Bathroom1**Height: 8'****DESCRIPTION****QTY**

158. Clean wallpaper	164.00 SF
994. Paint door slab only - 2 coats (per side)	1.00 EA
995. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
993. Clean door (per side)	1.00 EA
159. Clean floor - tile	26.18 SF
160. Clean toilet - Light	1.00 EA
161. Clean shower	1.00 EA

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

164. Clean wallpaper	153.44 SF
991. Paint door slab only - 2 coats (per side)	1.00 EA
992. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
990. Clean door (per side)	1.00 EA
165. Clean and deodorize carpet - Light	30.21 SF
166. Clean countertop	18.00 SF
167. Clean sink	1.00 EA
168. Clean sink faucet	1.00 EA

Bedroom1**Height: 8'****DESCRIPTION****QTY**

171. Clean wallpaper	497.44 SF
172. Clean and deodorize carpet - Light	247.00 SF
986. Clean door (per side)	1.00 EA
987. Paint door slab only - 2 coats (per side)	1.00 EA
988. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
989. Clean window unit (per side) 41 - 60 SF	1.00 EA
175. Contents - move out then reset - Extra large room	1.00 EA
173. Clean curtains - plain - medium - Full service	2.00 EA

Room 118**Bathroom1****Height: 8'****DESCRIPTION****QTY**

181. Clean wallpaper	164.00 SF
182. Clean floor - tile	26.18 SF

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DESCRIPTION	QTY
183. Clean toilet - Light	1.00 EA
184. Clean shower	1.00 EA
1,002. Clean door (per side)	1.00 EA
1,003. Paint door slab only - 2 coats (per side)	1.00 EA
1,004. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
187. Clean wallpaper	153.44 SF
188. Clean and deodorize carpet - Light	30.21 SF
189. Clean countertop	18.00 SF
190. Clean sink	1.00 EA
191. Clean sink faucet	1.00 EA

Bedroom1**Height: 8'**

DESCRIPTION	QTY
194. Clean wallpaper	497.44 SF
196. Clean curtains - plain - medium - Full service	2.00 EA
197. Contents - move out then reset - Extra large room	1.00 EA
998. Clean door (per side)	1.00 EA
999. Paint door slab only - 2 coats (per side)	1.00 EA
1,000. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,001. Clean window unit (per side) 41 - 60 SF	1.00 EA
195. Clean and deodorize carpet - Light	247.00 SF

Room 119**Bathroom1****Height: 8'**

DESCRIPTION	QTY
225. Clean wallpaper	164.00 SF
1,015. Clean door (per side)	1.00 EA
1,016. Paint door slab only - 2 coats (per side)	1.00 EA
1,017. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA

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DESCRIPTION	QTY
226. Clean floor - tile	26.18 SF
227. Clean toilet - Light	1.00 EA
228. Clean shower	1.00 EA
229. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
232. Clean wallpaper	153.44 SF
1,008. Clean door (per side)	1.00 EA
1,009. Paint door slab only - 2 coats (per side)	1.00 EA
1,010. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
233. Clean and deodorize carpet - Light	30.21 SF
234. Clean countertop	18.00 SF
235. Clean sink	1.00 EA
236. Clean sink faucet	1.00 EA

Bedroom1	Height: 8'
DESCRIPTION	QTY
241. Clean the walls	497.44 SF
1,005. Clean door (per side)	1.00 EA
1,006. Paint door slab only - 2 coats (per side)	1.00 EA
1,007. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
242. Clean and deodorize carpet - Light	247.00 SF
1,011. Clean window unit (per side) 41 - 60 SF	1.00 EA
243. Clean curtains - plain - medium - Full service	2.00 EA
244. Wallpaper Hanger - per hour	4.00 HR
The above line item is to repair the seams in the wallpaper where they are loose.	
245. Contents - move out then reset - Extra large room	1.00 EA

Room 120

Bathroom1	Height: 8'
DESCRIPTION	QTY

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DESCRIPTION	QTY
1,027. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,028. R&R Batt insulation - 4" - R11 - paper faced	164.00 SF
249. Clean wallpaper	164.00 SF
1,012. Clean door (per side)	1.00 EA
1,013. Paint door slab only - 2 coats (per side)	1.00 EA
1,014. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
250. Clean floor - tile	26.18 SF
251. Clean toilet - Light	1.00 EA
252. Clean shower	1.00 EA

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
254. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
255. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
256. Clean wallpaper	153.44 SF
1,024. Clean door (per side)	1.00 EA
1,026. Paint door slab only - 2 coats (per side)	1.00 EA
1,025. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
257. Clean and deodorize carpet - Light	30.21 SF
258. Clean countertop	18.00 SF
259. Clean sink	1.00 EA
260. Clean sink faucet	1.00 EA

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,018. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,019. R&R Batt insulation - 4" - R11 - paper faced	497.44 SF
265. Clean wallpaper	497.44 SF
1,020. Clean door (per side)	1.00 EA
1,021. Paint door slab only - 2 coats (per side)	1.00 EA
1,022. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
266. Clean and deodorize carpet - Light	247.00 SF
267. Clean curtains - plain - medium - Full service	2.00 EA
268. Wallpaper Hanger - per hour	4.00 HR
The above line item is to repair the seams in the wallpaper where they are loose.	
269. Contents - move out then reset - Extra large room	1.00 EA
1,023. Clean window unit (per side) 41 - 60 SF	1.00 EA

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Room 121**Bathroom1****Height: 8'****DESCRIPTION****QTY**

271. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
272. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
273. Clean wallpaper	164.00 SF
1,035. Clean door (per side)	1.00 EA
1,036. Paint door slab only - 2 coats (per side)	1.00 EA
1,037. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
274. Clean floor - tile	26.18 SF
275. Clean toilet - Light	1.00 EA
276. Clean shower	1.00 EA
277. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

278. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
279. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
280. Clean wallpaper	153.44 SF
1,032. Clean door (per side)	1.00 EA
1,033. Paint door slab only - 2 coats (per side)	1.00 EA
1,034. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
281. Clean and deodorize carpet - Light	30.21 SF
282. Clean countertop	18.00 SF
283. Clean sink	1.00 EA
284. Clean sink faucet	1.00 EA
285. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

286. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
287. Clean suspended ceiling grid	247.00 SF
288. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
289. Clean wallpaper	497.44 SF
1,029. Clean door (per side)	1.00 EA
1,030. Paint door slab only - 2 coats (per side)	1.00 EA
1,031. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
290. Clean and deodorize carpet - Light	247.00 SF
291. Clean curtains - plain - medium - Full service	2.00 EA
292. Wallpaper Hanger - per hour	4.00 HR

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DESCRIPTION	QTY
The above line item is to repair the seams in the wallpaper where they are loose.	
293. Contents - move out then reset - Extra large room	1.00 EA
294. Seal ceiling joist system for odor	744.44 SF

Room 162

Bathroom1	Height: 8'
DESCRIPTION	QTY
295. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,058. Clean suspended ceiling grid	26.18 SF
296. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,062. R&R Wallpaper	164.00 SF
1,063. R&R Wallpaper border	20.50 LF
1,059. Clean door (per side)	1.00 EA
1,060. Paint door slab only - 2 coats (per side)	1.00 EA
1,061. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
298. Clean floor - tile	26.18 SF
299. Clean toilet - Light	1.00 EA
300. Clean shower	1.00 EA
301. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
302. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,057. Clean suspended ceiling grid	30.21 SF
303. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,047. R&R Wallpaper	153.44 SF
1,048. R&R Wallpaper border	22.17 LF
1,049. Clean door (per side)	1.00 EA
1,050. Paint door slab only - 2 coats (per side)	1.00 EA
1,051. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,052. R&R Carpet	30.21 SF
1,053. R&R Carpet pad	30.21 SF
1,054. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,056. R&R Coat Rack - Commercial - wall mounted	1.00 LF
306. Clean countertop	18.00 SF

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DESCRIPTION	QTY
307. Clean sink	1.00 EA
308. Clean sink faucet	1.00 EA
309. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
310. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
311. Clean suspended ceiling grid	247.00 SF
312. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,038. R&R Wallpaper	497.44 SF
1,039. R&R Wallpaper border	65.17 LF
1,040. Clean door (per side)	1.00 EA
1,041. Paint door slab only - 2 coats (per side)	1.00 EA
1,042. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,043. R&R Carpet	247.00 SF
1,044. R&R Carpet pad	247.00 SF
1,055. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,045. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,046. Clean window-mount/through-wall AC unit - Heavy	1.00 EA
315. Clean curtains - plain - medium - Full service	2.00 EA
317. Contents - move out then reset - Extra large room	1.00 EA
318. Seal ceiling joist system for odor	744.44 SF

Room 163

Bathroom1	Height: 8'
DESCRIPTION	QTY
319. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,082. Clean suspended ceiling grid	26.18 SF
320. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,083. R&R Wallpaper	164.00 SF
1,084. R&R Wallpaper border	20.50 LF
1,085. Clean door (per side)	1.00 EA
1,086. Paint door slab only - 2 coats (per side)	1.00 EA
1,087. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
322. Clean floor - tile	26.18 SF

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DESCRIPTION	QTY
323. Clean toilet - Light	1.00 EA
324. Clean shower	1.00 EA
325. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
326. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,073. Clean suspended ceiling grid	30.21 SF
327. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,074. R&R Wallpaper	153.44 SF
1,075. R&R Wallpaper border	22.17 LF
1,076. Clean door (per side)	1.00 EA
1,077. Paint door slab only - 2 coats (per side)	1.00 EA
1,078. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,079. R&R Carpet	30.21 SF
1,080. R&R Carpet pad	30.21 SF
1,081. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
330. Clean countertop	18.00 SF
331. Clean sink	1.00 EA
332. Clean sink faucet	1.00 EA
333. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
334. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
335. Clean suspended ceiling grid	247.00 SF
336. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,064. R&R Wallpaper	497.44 SF
1,065. R&R Wallpaper border	65.17 LF
1,066. Clean door (per side)	1.00 EA
1,067. Paint door slab only - 2 coats (per side)	1.00 EA
1,068. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,069. R&R Carpet	247.00 SF
1,070. R&R Carpet pad	247.00 SF
1,071. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,072. Clean window unit (per side) 41 - 60 SF	1.00 EA
339. Clean curtains - plain - medium - Full service	2.00 EA
341. Contents - move out then reset - Extra large room	1.00 EA

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DESCRIPTION	QTY
342. Seal ceiling joist system for odor	744.44 SF
1,098. Clean window-mount/through-wall AC unit	1.00 EA

Room 164

Bathroom1	Height: 8'
DESCRIPTION	QTY
346. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,108. Clean suspended ceiling grid	26.18 SF
347. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,109. R&R Wallpaper	164.00 SF
1,110. R&R Wallpaper border	20.50 LF
1,111. Clean door (per side)	1.00 EA
1,112. Paint door slab only - 2 coats (per side)	1.00 EA
1,113. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
349. Clean floor - tile	26.18 SF
350. Clean toilet - Light	1.00 EA
351. Clean shower	1.00 EA
352. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
353. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,099. Clean suspended ceiling grid	30.21 SF
354. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,100. R&R Wallpaper	153.44 SF
1,101. R&R Wallpaper border	22.17 LF
1,102. Clean door (per side)	1.00 EA
1,103. Paint door slab only - 2 coats (per side)	1.00 EA
1,104. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,105. R&R Carpet	30.21 SF
1,106. R&R Carpet pad	30.21 SF
1,107. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
357. Clean countertop	18.00 SF
358. Clean sink	1.00 EA
359. Clean sink faucet	1.00 EA

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DESCRIPTION	QTY
360. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
361. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
362. Clean suspended ceiling grid	247.00 SF
363. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,088. R&R Wallpaper	497.44 SF
1,089. R&R Wallpaper border	65.17 LF
1,090. Clean door (per side)	1.00 EA
1,091. Paint door slab only - 2 coats (per side)	1.00 EA
1,092. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,093. R&R Carpet	247.00 SF
1,094. R&R Carpet pad	247.00 SF
1,095. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,096. Clean window unit (per side) 41 - 60 SF	1.00 EA
366. Clean curtains - plain - medium - Full service	2.00 EA
368. Contents - move out then reset - Extra large room	1.00 EA
369. Seal ceiling joist system for odor	744.44 SF
1,097. Clean window-mount/through-wall AC unit	1.00 EA

Room 165

Bathroom1	Height: 8'
DESCRIPTION	QTY
370. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,132. Clean suspended ceiling grid	26.18 SF
371. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,133. R&R Wallpaper	164.00 SF
1,134. R&R Wallpaper border	20.50 LF
1,135. Clean door (per side)	1.00 EA
1,136. Paint door slab only - 2 coats (per side)	1.00 EA
1,137. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
373. Clean floor - tile	26.18 SF
374. Clean toilet - Light	1.00 EA
375. Clean shower	1.00 EA

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DESCRIPTION	QTY
376. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
377. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,123. Clean suspended ceiling grid	30.21 SF
378. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,124. R&R Wallpaper	153.44 SF
1,125. R&R Wallpaper border	22.17 LF
1,126. Clean door (per side)	1.00 EA
1,127. Paint door slab only - 2 coats (per side)	1.00 EA
1,128. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,129. R&R Carpet	30.21 SF
1,130. R&R Carpet pad	30.21 SF
1,131. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
381. Clean countertop	18.00 SF
382. Clean sink	1.00 EA
383. Clean sink faucet	1.00 EA
384. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
385. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
386. Clean suspended ceiling grid	247.00 SF
387. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,114. R&R Wallpaper	497.44 SF
1,115. R&R Wallpaper border	65.17 LF
1,116. Clean door (per side)	1.00 EA
1,117. Paint door slab only - 2 coats (per side)	1.00 EA
1,118. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,119. R&R Carpet	247.00 SF
1,120. R&R Carpet pad	247.00 SF
1,121. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,122. Clean window unit (per side) 41 - 60 SF	1.00 EA
390. Clean curtains - plain - medium - Full service	2.00 EA
392. Contents - move out then reset - Extra large room	1.00 EA
393. Seal ceiling joist system for odor	744.44 SF

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Room 166**Bathroom1****Height: 8'****DESCRIPTION****QTY**

394. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,156. Clean suspended ceiling grid	26.18 SF
395. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,157. R&R Wallpaper	164.00 SF
1,158. Clean door (per side)	1.00 EA
1,159. Paint door slab only - 2 coats (per side)	1.00 EA
1,160. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
397. Clean floor - tile	26.18 SF
398. Clean toilet - Light	1.00 EA
399. Clean shower	1.00 EA
400. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

401. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,148. Clean suspended ceiling grid	30.21 SF
402. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,149. R&R Wallpaper	153.44 SF
1,150. Clean door (per side)	1.00 EA
1,151. Paint door slab only - 2 coats (per side)	1.00 EA
1,152. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,153. R&R Carpet	30.21 SF
1,154. R&R Carpet pad	30.21 SF
1,155. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
405. Clean countertop	18.00 SF
406. Clean sink	1.00 EA
407. Clean sink faucet	1.00 EA
408. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

409. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
410. Clean suspended ceiling grid	247.00 SF
411. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,138. R&R Wallpaper	497.44 SF
1,139. R&R Wallpaper border	65.17 LF
1,141. Paint door slab only - 2 coats (per side)	1.00 EA

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DESCRIPTION	QTY
1,142. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,143. R&R Carpet	247.00 SF
1,144. R&R Carpet pad	247.00 SF
1,145. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
414. Clean curtains - plain - medium - Full service	2.00 EA
416. Contents - move out then reset - Extra large room	1.00 EA
417. Seal ceiling joist system for odor	744.44 SF
497. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
494. Additional charge for a retrofit exterior door	1.00 EA
495. On site door prep. for full mortised lockset - Labor only	1.00 EA
496. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,146. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,147. Clean window-mount/through-wall AC unit	1.00 EA

Room 167

Bathroom1	Height: 8'
DESCRIPTION	QTY
418. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,178. Clean suspended ceiling grid	26.18 SF
419. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,179. R&R Wallpaper	164.00 SF
1,180. Clean door (per side)	1.00 EA
1,181. Paint door slab only - 2 coats (per side)	1.00 EA
1,182. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
420. Clean the walls	164.00 SF
421. Clean floor - tile	26.18 SF
422. Clean toilet - Light	1.00 EA
423. Clean shower	1.00 EA
424. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
425. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,170. Clean suspended ceiling grid	30.21 SF
426. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF

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DESCRIPTION	QTY
1,171. R&R Wallpaper	153.44 SF
1,172. Clean door (per side)	1.00 EA
1,173. Paint door slab only - 2 coats (per side)	1.00 EA
1,174. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,175. R&R Carpet	30.21 SF
1,176. R&R Carpet pad	30.21 SF
1,177. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
429. Clean countertop	18.00 SF
430. Clean sink	1.00 EA
431. Clean sink faucet	1.00 EA
432. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
433. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
434. Clean suspended ceiling grid	247.00 SF
435. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,161. R&R Wallpaper	497.44 SF
1,162. R&R Wallpaper border	65.17 LF
1,163. Clean door (per side)	1.00 EA
1,164. Paint door slab only - 2 coats (per side)	1.00 EA
1,165. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,166. R&R Carpet	247.00 SF
1,167. R&R Carpet pad	247.00 SF
1,168. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
438. Clean curtains - plain - medium - Full service	2.00 EA
440. Contents - move out then reset - Extra large room	1.00 EA
441. Seal ceiling joist system for odor	744.44 SF
1,169. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 168**Bathroom1****Height: 8'**

DESCRIPTION	QTY
442. R&R Suspended ceiling system - 2' x 2'	26.18 SF
443. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF

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DESCRIPTION	QTY
448. Seal ceiling joist system for odor	190.18 SF
1,205. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,206. R&R Wallpaper	164.00 SF
1,207. R&R Tile tub surround - up to 60 SF	1.00 EA
1,208. R&R Bathtub	1.00 EA
1,209. R&R Tub/shower faucet	1.00 EA
1,210. R&R Toilet	1.00 EA
1,211. R&R Interior door - Iauan/mahogany - pre-hung unit.	1.00 EA
1,212. Paint door slab only - 2 coats (per side)	1.00 EA
1,213. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,214. R&R Ceramic tile base	20.50 LF
1,215. R&R Tile floor covering	26.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
449. R&R Suspended ceiling system - 2' x 2'	30.21 SF
450. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,196. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,197. R&R Wallpaper	153.44 SF
1,198. R&R Wallpaper border	22.17 LF
1,199. Clean door (per side)	1.00 EA
1,200. Paint door slab only - 2 coats (per side)	1.00 EA
1,201. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,202. R&R Carpet	30.21 SF
1,203. R&R Carpet pad	30.21 SF
1,204. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
453. Clean countertop	18.00 SF
454. Clean sink	1.00 EA
455. Clean sink faucet	1.00 EA
456. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
457. R&R Suspended ceiling system - 2' x 2'	247.00 SF
459. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,183. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,184. R&R Wallpaper	497.44 SF
1,185. R&R Wallpaper border	65.17 LF

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DESCRIPTION	QTY
1,186. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,187. Additional charge for a retrofit exterior door	1.00 EA
1,188. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,189. R&R Entrance hardware - card key	1.00 EA
1,190. Paint door slab only - 2 coats (per side)	1.00 EA
1,191. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,192. R&R Carpet	247.00 SF
1,193. R&R Carpet pad	247.00 SF
1,194. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
462. Clean curtains - plain - medium - Full service	2.00 EA
464. Contents - move out then reset - Extra large room	1.00 EA
467. Aluminum window, horiz. slider 12-23 sf	1.00 EA
1,195. Clean window unit (per side) 41 - 60 SF	1.00 EA
465. Seal ceiling joist system for odor	744.44 SF

Room 169

Bathroom1	Height: 8'
DESCRIPTION	QTY
468. R&R Suspended ceiling system - 2' x 2'	26.18 SF
469. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,241. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,242. R&R Wallpaper	164.00 SF
1,243. R&R Tile tub surround - up to 60 SF	1.00 EA
1,244. R&R Bathtub	1.00 EA
1,245. Tub/shower faucet	1.00 EA
1,246. R&R Toilet	1.00 EA
1,247. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,248. Paint door slab only - 2 coats (per side)	1.00 EA
1,249. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,250. R&R Tile floor covering	26.18 SF
1,251. R&R Tile base	20.50 LF
474. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY

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DESCRIPTION	QTY
475. R&R Suspended ceiling system - 2' x 2'	30.21 SF
476. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
482. Seal ceiling joist system for odor	183.65 SF
1,230. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,231. R&R Wallpaper	153.44 SF
1,232. Paint door slab only - 2 coats (per side)	1.00 EA
1,233. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,234. R&R Mirror - 1/4" plate glass	11.00 SF
1,235. Countertop - Granite or Marble	18.00 SF
1,236. R&R Sink - single	1.00 EA
1,237. R&R Sink faucet - Bathroom	1.00 EA
1,238. R&R Carpet	30.21 SF
1,239. R&R Carpet pad	30.21 SF
1,240. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,328. R&R Coat Rack - Commercial - wall mounted	1.00 LF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
484. R&R Suspended ceiling system - 2' x 2'	247.00 SF
486. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,216. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,217. R&R Wallpaper	497.44 SF
1,218. R&R Wallpaper border	65.17 LF
1,219. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,220. Additional charge for a retrofit exterior door	1.00 EA
1,221. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,222. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,223. Paint door slab only - 2 coats (per side)	1.00 EA
1,224. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,225. R&R Carpet	247.00 SF
1,226. R&R Carpet pad	247.00 SF
1,227. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,228. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,229. Clean window-mount/through-wall AC unit	1.00 EA
489. Clean curtains - plain - medium - Full service	2.00 EA
491. Contents - move out then reset - Extra large room	1.00 EA
492. Seal ceiling joist system for odor	744.44 SF

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Bathroom1**Height: 8'****DESCRIPTION****QTY**

1,285. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,286. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,287. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,288. R&R Wallpaper	164.00 SF
1,289. R&R Tile tub surround - up to 60 SF	1.00 EA
1,290. R&R Bathtub	1.00 EA
1,291. Tub/shower faucet	1.00 EA
1,292. R&R Toilet	1.00 EA
1,293. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,294. Paint door slab only - 2 coats (per side)	1.00 EA
1,295. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,296. R&R Tile floor covering	26.18 SF
1,297. R&R Tile base	20.50 LF
1,298. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

1,271. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,272. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,273. Seal ceiling joist system for odor	183.65 SF
1,274. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,275. R&R Wallpaper	153.44 SF
1,276. Paint door slab only - 2 coats (per side)	1.00 EA
1,277. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,278. R&R Mirror - 1/4" plate glass	11.00 SF
1,279. Countertop - Granite or Marble	18.00 SF
1,280. R&R Sink - single	1.00 EA
1,281. R&R Sink faucet - Bathroom	1.00 EA
1,282. R&R Carpet	30.21 SF
1,283. R&R Carpet pad	30.21 SF
1,284. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,327. R&R Coat Rack - Commercial - wall mounted	1.00 LF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

1,252. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,253. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,254. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,255. R&R Wallpaper	497.44 SF
1,256. R&R Wallpaper border	65.17 LF

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DESCRIPTION	QTY
1,257. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,258. Additional charge for a retrofit exterior door	1.00 EA
1,259. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,260. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,261. Paint door slab only - 2 coats (per side)	1.00 EA
1,262. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,263. R&R Carpet	247.00 SF
1,264. R&R Carpet pad	247.00 SF
1,265. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,266. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,267. Clean window-mount/through-wall AC unit	1.00 EA
1,268. Clean curtains - plain - medium - Full service	2.00 EA
1,269. Contents - move out then reset - Extra large room	1.00 EA
1,270. Seal ceiling joist system for odor	744.44 SF

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Bathroom1	Height: 8'
DESCRIPTION	QTY
1,329. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,330. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,331. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,332. R&R Wallpaper	164.00 SF
1,333. R&R Tile tub surround - up to 60 SF	1.00 EA
1,334. R&R Bathtub	1.00 EA
1,335. Tub/shower faucet	1.00 EA
1,336. R&R Toilet	1.00 EA
1,337. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,338. Paint door slab only - 2 coats (per side)	1.00 EA
1,339. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,340. R&R Tile floor covering	26.18 SF
1,341. R&R Tile base	20.50 LF
1,342. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY

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DESCRIPTION	QTY
1,312. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,313. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,314. Seal ceiling joist system for odor	183.65 SF
1,315. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,316. R&R Wallpaper	153.44 SF
1,317. Paint door slab only - 2 coats (per side)	1.00 EA
1,318. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,319. R&R Mirror - 1/4" plate glass	11.00 SF
1,320. Countertop - Granite or Marble	18.00 SF
1,321. R&R Sink - single	1.00 EA
1,322. R&R Sink faucet - Bathroom	1.00 EA
1,323. R&R Carpet	30.21 SF
1,324. R&R Carpet pad	30.21 SF
1,325. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,326. R&R Coat Rack - Commercial - wall mounted	1.00 LF

Bedroom1

DESCRIPTION	Height: 8' QTY
521. R&R Suspended ceiling system - 2' x 2'	247.00 SF
523. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,299. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,300. R&R Wallpaper	497.44 SF
1,301. R&R Wallpaper border	65.17 LF
1,302. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,303. Additional charge for a retrofit exterior door	1.00 EA
1,304. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,305. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,306. Paint door slab only - 2 coats (per side)	1.00 EA
1,307. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,308. R&R Carpet	247.00 SF
1,309. R&R Carpet pad	247.00 SF
1,310. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
526. Clean curtains - plain - medium - Full service	2.00 EA
528. Contents - move out then reset - Extra large room	1.00 EA
529. Seal ceiling joist system for odor	744.44 SF
530. Aluminum window, horiz. slider 12-23 sf	1.00 EA
1,311. Clean window unit (per side) 41 - 60 SF	1.00 EA

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Bathroom1**Height: 8'****DESCRIPTION****QTY**

1,378. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,379. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,380. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,381. R&R Wallpaper	164.00 SF
1,382. R&R Tile tub surround - up to 60 SF	1.00 EA
1,383. R&R Bathtub	1.00 EA
1,384. Tub/shower faucet	1.00 EA
1,385. R&R Toilet	1.00 EA
1,386. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,387. Paint door slab only - 2 coats (per side)	1.00 EA
1,388. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,389. R&R Tile floor covering	26.18 SF
1,390. R&R Tile base	20.50 LF
1,391. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

1,363. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,364. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,365. Seal ceiling joist system for odor	183.65 SF
1,366. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,367. R&R Wallpaper	153.44 SF
1,368. Paint door slab only - 2 coats (per side)	1.00 EA
1,369. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,370. R&R Mirror - 1/4" plate glass	11.00 SF
1,371. Countertop - Granite or Marble	18.00 SF
1,372. R&R Sink - single	1.00 EA
1,373. R&R Sink faucet - Bathroom	1.00 EA
1,374. R&R Carpet	30.21 SF
1,375. R&R Carpet pad	30.21 SF
1,376. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,377. R&R Coat Rack - Commercial - wall mounted	1.00 LF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

1,343. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,344. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,345. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,346. R&R Wallpaper	497.44 SF
1,347. R&R Wallpaper border	65.17 LF

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DESCRIPTION	QTY
1,348. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,349. Additional charge for a retrofit exterior door	1.00 EA
1,350. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,351. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,352. Paint door slab only - 2 coats (per side)	1.00 EA
1,353. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,354. R&R Carpet	247.00 SF
1,355. R&R Carpet pad	247.00 SF
1,356. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,357. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,362. Aluminum window, horiz. slider 12-23 sf	1.00 EA
1,358. Clean window-mount/through-wall AC unit	1.00 EA
1,359. Clean curtains - plain - medium - Full service	2.00 EA
1,360. Contents - move out then reset - Extra large room	1.00 EA
1,361. Seal ceiling joist system for odor	744.44 SF

Room 173

Bathroom1	Height: 8'
DESCRIPTION	QTY
556. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,405. Clean suspended ceiling grid	26.18 SF
557. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,406. R&R Wallpaper	164.00 SF
1,407. Clean door (per side)	1.00 EA
1,408. Paint door slab only - 2 coats (per side)	1.00 EA
1,409. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
559. Clean floor - tile	26.18 SF
560. Clean toilet - Light	1.00 EA
561. Clean shower	1.00 EA
562. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
563. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,400. Clean suspended ceiling grid	30.21 SF

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DESCRIPTION	QTY
564. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,401. R&R Wallpaper	153.44 SF
1,402. R&R Carpet	30.21 SF
1,403. R&R Carpet pad	30.21 SF
1,404. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
567. Clean countertop	18.00 SF
568. Clean sink	1.00 EA
569. Clean sink faucet	1.00 EA
570. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
571. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
572. Clean suspended ceiling grid	247.00 SF
573. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,392. R&R Wallpaper	497.44 SF
1,393. R&R Wallpaper border	65.17 LF
1,394. Clean door (per side)	1.00 EA
1,395. Paint door slab only - 2 coats (per side)	1.00 EA
1,396. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,397. R&R Carpet	247.00 SF
1,398. R&R Carpet pad	247.00 SF
1,399. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
576. Clean curtains - plain - medium - Full service	2.00 EA
578. Contents - move out then reset - Extra large room	1.00 EA
579. Seal ceiling joist system for odor	744.44 SF

Room 174**Bathroom1****Height: 8'**

DESCRIPTION	QTY
580. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,432. Clean suspended ceiling grid	26.18 SF
581. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,433. R&R Wallpaper	164.00 SF
1,434. Clean door (per side)	1.00 EA

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DESCRIPTION	QTY
1,435. Paint door slab only - 2 coats (per side)	1.00 EA
1,436. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
583. Clean floor - tile	26.18 SF
584. Clean toilet - Light	1.00 EA
585. Clean shower	1.00 EA
586. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
587. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,424. Clean suspended ceiling grid	30.21 SF
588. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,425. R&R Wallpaper	153.44 SF
1,426. Clean door (per side)	1.00 EA
1,427. Paint door slab only - 2 coats (per side)	1.00 EA
1,428. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,429. R&R Carpet	30.21 SF
1,430. R&R Carpet pad	30.21 SF
1,431. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
591. Clean countertop	18.00 SF
592. Clean sink	1.00 EA
593. Clean sink faucet	1.00 EA
594. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
595. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
596. Clean suspended ceiling grid	247.00 SF
597. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,410. R&R Wallpaper	497.44 SF
1,411. R&R Wallpaper border	65.17 LF
1,413. Exterior door slab - solid core lauau/mah./birch - flush	1.00 EA
1,414. Additional charge for a retrofit exterior door	1.00 EA
1,415. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,416. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,417. Paint door slab only - 2 coats (per side)	1.00 EA
1,418. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,419. R&R Carpet	247.00 SF

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DESCRIPTION	QTY
1,420. R&R Carpet pad	247.00 SF
1,421. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,422. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,423. Clean window-mount/through-wall AC unit	1.00 EA
600. Clean curtains - plain - medium - Full service	2.00 EA
602. Contents - move out then reset - Extra large room	1.00 EA
603. Seal ceiling joist system for odor	744.44 SF

Room 175

Bathroom1	Height: 8'
DESCRIPTION	QTY
604. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,455. Clean suspended ceiling grid	26.18 SF
605. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,456. R&R Wallpaper	164.00 SF
1,457. Clean door (per side)	1.00 EA
1,458. Paint door slab only - 2 coats (per side)	1.00 EA
1,459. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
607. Clean floor - tile	26.18 SF
608. Clean toilet - Light	1.00 EA
609. Clean shower	1.00 EA
610. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
611. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,447. Clean suspended ceiling grid	30.21 SF
612. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,448. R&R Wallpaper	153.44 SF
1,449. Clean door (per side)	1.00 EA
1,450. Paint door slab only - 2 coats (per side)	1.00 EA
1,451. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,452. R&R Carpet	30.21 SF
1,453. R&R Carpet pad	30.21 SF
1,454. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF

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DESCRIPTION	QTY
615. Clean countertop	18.00 SF
616. Clean sink	1.00 EA
617. Clean sink faucet	1.00 EA
618. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
619. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
620. Clean suspended ceiling grid	247.00 SF
621. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,437. R&R Wallpaper	497.44 SF
1,438. R&R Wallpaper border	65.17 LF
1,439. Clean door (per side)	1.00 EA
1,440. Paint door slab only - 2 coats (per side)	1.00 EA
1,441. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,442. R&R Carpet	247.00 SF
1,443. R&R Carpet pad	247.00 SF
1,444. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
624. Clean curtains - plain - medium - Full service	2.00 EA
626. Contents - move out then reset - Extra large room	1.00 EA
627. Seal ceiling joist system for odor	744.44 SF
1,445. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,446. Clean window-mount/through-wall AC unit	1.00 EA

Room 176

Bathroom1	Height: 8'
DESCRIPTION	QTY
628. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,477. Clean suspended ceiling grid	26.18 SF
629. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,478. R&R Wallpaper	164.00 SF
1,479. Clean door (per side)	1.00 EA
1,480. Paint door slab only - 2 coats (per side)	1.00 EA
1,481. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
631. Clean floor - tile	26.18 SF

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DESCRIPTION	QTY
632. Clean toilet - Light	1.00 EA
633. Clean shower	1.00 EA
634. Seal ceiling joist system for odor	190.18 SF

Vanity Area1	Height: 8'
DESCRIPTION	QTY
635. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,469. Clean suspended ceiling grid	30.21 SF
636. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,470. R&R Wallpaper	153.44 SF
1,471. Clean door (per side)	1.00 EA
1,472. Paint door slab only - 2 coats (per side)	1.00 EA
1,473. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,474. R&R Carpet	30.21 SF
1,475. R&R Carpet pad	30.21 SF
1,476. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
639. Clean countertop	18.00 SF
640. Clean sink	1.00 EA
641. Clean sink faucet	1.00 EA
642. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
643. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
644. Clean suspended ceiling grid	247.00 SF
645. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,460. Wallpaper	1.00 SF
1,461. R&R Wallpaper border	65.17 LF
1,462. Clean door (per side)	1.00 EA
1,463. Paint door slab only - 2 coats (per side)	1.00 EA
1,464. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,465. R&R Carpet	247.00 SF
1,466. R&R Carpet pad	247.00 SF
1,467. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
648. Clean curtains - plain - medium - Full service	2.00 EA
650. Contents - move out then reset - Extra large room	1.00 EA
651. Seal ceiling joist system for odor	744.44 SF
1,468. Clean window unit (per side) 41 - 60 SF	1.00 EA

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Bathroom1		Height: 8'
DESCRIPTION		QTY
1,511. R&R Suspended ceiling tile - 2' x 2'	26.18 SF	
1,512. Clean suspended ceiling grid	26.18 SF	
1,513. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF	
1,514. R&R Wallpaper	164.00 SF	
1,515. Clean door (per side)	1.00 EA	
1,516. Paint door slab only - 2 coats (per side)	1.00 EA	
1,517. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	
1,518. Clean floor - tile	26.18 SF	
1,519. Clean toilet - Light	1.00 EA	
1,520. Clean shower	1.00 EA	
1,521. Seal ceiling joist system for odor	190.18 SF	

Vanity Area1		Height: 8'
DESCRIPTION		QTY
1,497. R&R Suspended ceiling tile - 2' x 2'	30.21 SF	
1,498. Clean suspended ceiling grid	30.21 SF	
1,499. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF	
1,500. R&R Wallpaper	153.44 SF	
1,501. Clean door (per side)	1.00 EA	
1,502. Paint door slab only - 2 coats (per side)	1.00 EA	
1,503. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	
1,504. R&R Carpet	30.21 SF	
1,505. R&R Carpet pad	30.21 SF	
1,506. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF	
1,507. Clean countertop	18.00 SF	
1,508. Clean sink	1.00 EA	
1,509. Clean sink faucet	1.00 EA	
1,510. Seal ceiling joist system for odor	183.65 SF	

Bedroom1		Height: 8'
DESCRIPTION		QTY
1,482. R&R Suspended ceiling tile - 2' x 2'	247.00 SF	
1,483. Clean suspended ceiling grid	247.00 SF	
1,484. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF	

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DESCRIPTION	QTY
1,485. Wallpaper	1.00 SF
1,486. R&R Wallpaper border	65.17 LF
1,487. Clean door (per side)	1.00 EA
1,488. Paint door slab only - 2 coats (per side)	1.00 EA
1,489. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,490. R&R Carpet	247.00 SF
1,491. R&R Carpet pad	247.00 SF
1,492. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,493. Clean curtains - plain - medium - Full service	2.00 EA
1,494. Contents - move out then reset - Extra large room	1.00 EA
1,495. Seal ceiling joist system for odor	744.44 SF
1,496. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 263**Bathroom1****Height: 8'**

DESCRIPTION	QTY
1,544. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,545. Clean suspended ceiling grid	26.18 SF
1,546. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,547. R&R Wallpaper	164.00 SF
1,548. Clean door (per side)	1.00 EA
1,549. Paint door slab only - 2 coats (per side)	1.00 EA
1,550. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,551. Clean floor - tile	26.18 SF
1,552. Clean toilet - Light	1.00 EA
1,553. Clean shower	1.00 EA
1,554. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,530. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,531. Clean suspended ceiling grid	30.21 SF
1,532. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,533. R&R Wallpaper	153.44 SF
1,534. Clean door (per side)	1.00 EA

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DESCRIPTION	QTY
1,535. Paint door slab only - 2 coats (per side)	1.00 EA
1,536. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,537. R&R Carpet	30.21 SF
1,538. R&R Carpet pad	30.21 SF
1,539. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,540. Clean countertop	18.00 SF
1,541. Clean sink	1.00 EA
1,542. Clean sink faucet	1.00 EA
1,543. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
694. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
695. Clean suspended ceiling grid	247.00 SF
696. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,522. R&R Wallpaper	497.44 SF
1,523. R&R Wallpaper border	65.17 LF
703. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
704. Additional charge for a retrofit exterior door	1.00 EA
705. On site door prep. for full mortised lockset - Labor only	1.00 EA
706. R&R Door lockset & deadbolt - exterior - programable	1.00 EA
1,524. Paint door slab only - 2 coats (per side)	1.00 EA
1,525. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,526. R&R Carpet	247.00 SF
1,527. R&R Carpet pad	247.00 SF
1,528. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
699. Clean curtains - plain - medium - Full service	2.00 EA
701. Contents - move out then reset - Extra large room	1.00 EA
702. Seal ceiling joist system for odor	744.44 SF
1,529. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 264**Bathroom1****Height: 8'**

DESCRIPTION	QTY
1,584. R&R Suspended ceiling tile - 2' x 2'	26.18 SF

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DESCRIPTION	QTY
1,585. Clean suspended ceiling grid	26.18 SF
1,586. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,587. R&R Wallpaper	164.00 SF
1,588. Clean door (per side)	1.00 EA
1,589. Paint door slab only - 2 coats (per side)	1.00 EA
1,590. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,591. Clean floor - tile	26.18 SF
1,592. Clean toilet --Light	1.00 EA
1,593. Clean shower	1.00 EA
1,594. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,570. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,571. Clean suspended ceiling grid	30.21 SF
1,572. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,573. R&R Wallpaper	153.44 SF
1,574. Clean door (per side)	1.00 EA
1,575. Paint door slab only - 2 coats (per side)	1.00 EA
1,576. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,577. R&R Carpet	30.21 SF
1,578. R&R Carpet pad	30.21 SF
1,579. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,580. Clean countertop	18.00 SF
1,581. Clean sink	1.00 EA
1,582. Clean sink faucet	1.00 EA
1,583. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,555. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,556. Clean suspended ceiling grid	247.00 SF
1,557. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,558. Wallpaper	1.00 SF
1,559. R&R Wallpaper border	65.17 LF
1,560. Clean door (per side)	1.00 EA
1,561. Paint door slab only - 2 coats (per side)	1.00 EA
1,562. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA

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DESCRIPTION	QTY
1,563. R&R Carpet	247.00 SF
1,564. R&R Carpet pad	247.00 SF
1,565. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,566. Clean curtains - plain - medium - Full service	2.00 EA
1,567. Contents - move out then reset - Extra large room	1.00 EA
1,568. Seal ceiling joist system for odor	744.44 SF
1,569. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 265**Bathroom1****Height: 8'**

DESCRIPTION	QTY
1,624. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,625. Clean suspended ceiling grid	26.18 SF
1,626. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,627. R&R Wallpaper	164.00 SF
1,628. Clean door (per side)	1.00 EA
1,629. Paint door slab only - 2 coats (per side)	1.00 EA
1,630. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,631. Clean floor - tile	26.18 SF
1,632. Clean toilet - Light	1.00 EA
1,633. Clean shower	1.00 EA
1,634. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,610. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,611. Clean suspended ceiling grid	30.21 SF
1,612. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,613. R&R Wallpaper	153.44 SF
1,614. Clean door (per side)	1.00 EA
1,615. Paint door slab only - 2 coats (per side)	1.00 EA
1,616. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,617. R&R Carpet	30.21 SF
1,618. R&R Carpet pad	30.21 SF
1,619. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF

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DESCRIPTION	QTY
1,620. Clean countertop	18.00 SF
1,621. Clean sink	1.00 EA
1,622. Clean sink faucet	1.00 EA
1,623. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,595. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,596. Clean suspended ceiling grid	247.00 SF
1,597. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,598. Wallpaper	1.00 SF
1,599. R&R Wallpaper border	65.17 LF
1,600. Clean door (per side)	1.00 EA
1,601. Paint door slab only - 2 coats (per side)	1.00 EA
1,602. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,603. R&R Carpet	247.00 SF
1,604. R&R Carpet pad	247.00 SF
1,605. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,606. Clean curtains - plain - medium - Full service	2.00 EA
1,607. Contents - move out then reset - Extra large room	1.00 EA
1,608. Seal ceiling joist system for odor	744.44 SF
1,609. Clean window unit (per side) 41 - 60 SF	1.00 EA

Room 266**Bathroom1****Height: 8'**

DESCRIPTION	QTY
1,664. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,665. Clean suspended ceiling grid	26.18 SF
1,666. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,667. R&R Wallpaper	164.00 SF
1,668. Clean door (per side)	1.00 EA
1,669. Paint door slab only - 2 coats (per side)	1.00 EA
1,670. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,671. Clean floor - tile	26.18 SF
1,672. Clean toilet - Light	1.00 EA

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DESCRIPTION	QTY
1,673. Clean shower	1.00 EA
1,674. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,650. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,651. Clean suspended ceiling grid	30.21 SF
1,652. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,653. R&R Wallpaper	153.44 SF
1,654. Clean door (per side)	1.00 EA
1,655. Paint door slab only - 2 coats (per side)	1.00 EA
1,656. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,657. R&R Carpet	30.21 SF
1,658. R&R Carpet pad	30.21 SF
1,659. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,660. Clean countertop	18.00 SF
1,661. Clean sink	1.00 EA
1,662. Clean sink faucet	1.00 EA
1,663. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,635. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,636. Clean suspended ceiling grid	247.00 SF
1,637. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,638. Wallpaper	1.00 SF
1,639. R&R Wallpaper border	65.17 LF
1,640. Clean door (per side)	1.00 EA
1,641. Paint door slab only - 2 coats (per side)	1.00 EA
1,642. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,643. R&R Carpet	247.00 SF
1,644. R&R Carpet pad	247.00 SF
1,645. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,646. Clean curtains - plain - medium - Full service	2.00 EA
1,647. Contents - move out then reset - Extra large room	1.00 EA
1,648. Seal ceiling joist system for odor	744.44 SF
1,649. Clean window unit (per side) 41 - 60 SF	1.00 EA

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Room 267**Bathroom1****Height: 8'**

DESCRIPTION	QTY
1,704. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,705. Clean suspended ceiling grid	26.18 SF
1,706. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,707. R&R Wallpaper	164.00 SF
1,708. Clean door (per side)	1.00 EA
1,709. Paint door slab only - 2 coats (per side)	1.00 EA
1,710. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,711. Clean floor - tile	26.18 SF
1,712. Clean toilet - Light	1.00 EA
1,713. Clean shower	1.00 EA
1,714. Seal ceiling joist system for odor	190.18 SF

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,690. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,691. Clean suspended ceiling grid	30.21 SF
1,692. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,693. R&R Wallpaper	153.44 SF
1,694. Clean door (per side)	1.00 EA
1,695. Paint door slab only - 2 coats (per side)	1.00 EA
1,696. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,697. R&R Carpet	30.21 SF
1,698. R&R Carpet pad	30.21 SF
1,699. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,700. Clean countertop	18.00 SF
1,701. Clean sink	1.00 EA
1,702. Clean sink faucet	1.00 EA
1,703. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,675. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,676. Clean suspended ceiling grid	247.00 SF
1,677. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,678. Wallpaper	1.00 SF
1,679. R&R Wallpaper border	65.17 LF
1,680. Clean door (per side)	1.00 EA

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DESCRIPTION	QTY
1,681. Paint door slab only - 2 coats (per side)	1.00 EA
1,682. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,683. R&R Carpet	247.00 SF
1,684. R&R Carpet pad	247.00 SF
1,685. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,686. Clean curtains - plain - medium - Full service	2.00 EA
1,687. Contents - move out then reset - Extra large room	1.00 EA
1,688. Seal ceiling joist system for odor	744.44 SF
1,689. Clean window unit (per side) 41 - 60 SF	1.00 EA
498. R&R Aluminum window - hopper/transom, 3-6 sf	1.00 EA

Room 268

Bathroom1	Height: 8'
DESCRIPTION	QTY
1,758. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,759. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,760. Seal ceiling joist system for odor	190.18 SF
1,761. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,762. R&R Wallpaper	164.00 SF
1,763. R&R Tile tub surround - up to 60 SF	1.00 EA
1,764. R&R Bathtub	1.00 EA
1,765. R&R Tub/shower faucet	1.00 EA
1,766. R&R Toilet	1.00 EA
1,767. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,768. Paint door slab only - 2 coats (per side)	1.00 EA
1,769. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,770. R&R Ceramic tile base	20.50 LF
1,771. R&R Tile floor covering	26.18 SF
1,822. R&R Bathroom ventilation fan w/light	1.00 EA

Vanity Area1	Height: 8'
DESCRIPTION	QTY
1,743. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,744. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,745. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF

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DESCRIPTION	QTY
1,746. R&R Wallpaper	153.44 SF
1,747. R&R Wallpaper border	22.17 LF
1,748. Clean door (per side)	1.00 EA
1,749. Paint door slab only - 2 coats (per side)	1.00 EA
1,750. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,751. R&R Carpet	30.21 SF
1,752. R&R Carpet pad	30.21 SF
1,753. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,754. Clean countertop	18.00 SF
1,755. Clean sink	1.00 EA
1,756. Clean sink faucet	1.00 EA
1,757. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,724. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,725. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,726. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,727. R&R Wallpaper	497.44 SF
1,728. R&R Wallpaper border	65.17 LF
1,729. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,730. Additional charge for a retrofit exterior door	1.00 EA
1,731. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,732. R&R Entrance hardware - card key	1.00 EA
1,733. Paint door slab only - 2 coats (per side)	1.00 EA
1,734. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,735. R&R Carpet	247.00 SF
1,736. R&R Carpet pad	247.00 SF
1,737. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,738. Clean curtains - plain - medium - Full service	2.00 EA
1,739. Contents - move out then reset - Extra large room	1.00 EA
1,740. Aluminum window, horiz. slider 12-23 sf	1.00 EA
1,741. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,742. Seal ceiling joist system for odor	744.44 SF

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Bathroom1**Height: 8'**

DESCRIPTION	QTY
1,806. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,807. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,808. Seal ceiling joist system for odor	190.18 SF
1,809. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,810. R&R Wallpaper	164.00 SF
1,811. R&R Tile tub surround - up to 60 SF	1.00 EA
1,812. R&R Bathtub	1.00 EA
1,813. R&R Tub/shower faucet	1.00 EA
1,814. R&R Toilet	1.00 EA
1,815. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,816. Paint door slab only - 2 coats (per side)	1.00 EA
1,817. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,818. R&R Ceramic tile base	20.50 LF
1,819. R&R Tile floor covering	26.18 SF
1,820. R&R Bathroom ventilation fan w/light	1.00 EA

Vanity Area1**Height: 8'**

DESCRIPTION	QTY
1,791. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,792. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,793. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,794. R&R Wallpaper	153.44 SF
1,795. R&R Wallpaper border	22.17 LF
1,796. Clean door (per side)	1.00 EA
1,797. Paint door slab only - 2 coats (per side)	1.00 EA
1,798. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,799. R&R Carpet	30.21 SF
1,800. R&R Carpet pad	30.21 SF
1,801. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,802. Clean countertop	18.00 SF
1,803. Clean sink	1.00 EA
1,804. Clean sink faucet	1.00 EA
1,805. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,772. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,773. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,774. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,775. R&R Wallpaper	497.44 SF

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DESCRIPTION	QTY
1,776. R&R Wallpaper border	65.17 LF
1,777. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,778. Additional charge for a retrofit exterior door	1.00 EA
1,779. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,780. R&R Entrance hardware - card key	1.00 EA
1,781. Paint door slab only - 2 coats (per side)	1.00 EA
1,782. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,783. R&R Carpet	247.00 SF
1,784. R&R Carpet pad	247.00 SF
1,785. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,786. Clean curtains - plain - medium - Full service	2.00 EA
1,787. Contents - move out then reset - Extra large room	1.00 EA
1,788. Aluminum window, horiz. slider 12-23 sf	1.00 EA
1,789. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,790. Seal ceiling joist system for odor	744.44 SF

Room 270

Bathroom1	Height: 8'
DESCRIPTION	QTY
1,858. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,859. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,860. Seal ceiling joist system for odor	190.18 SF
1,861. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,862. R&R Wallpaper	164.00 SF
1,863. R&R Tile tub surround - up to 60 SF	1.00 EA
1,864. R&R Bathtub	1.00 EA
1,865. R&R Tub/shower faucet	1.00 EA
1,866. R&R Toilet	1.00 EA
1,867. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,868. Paint door slab only - 2 coats (per side)	1.00 EA
1,869. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,870. R&R Ceramic tile base	20.50 LF
1,871. R&R Tile floor covering	26.18 SF
1,872. R&R Bathroom ventilation fan w/light	1.00 EA

Vanity Area1**Height: 8'**

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DESCRIPTION	QTY
1,843. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,844. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,845. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,846. R&R Wallpaper	153.44 SF
1,847. R&R Wallpaper border	22.17 LF
1,848. Clean door (per side)	1.00 EA
1,849. Paint door slab only - 2 coats (per side)	1.00 EA
1,850. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,851. R&R Carpet	30.21 SF
1,852. R&R Carpet pad	30.21 SF
1,853. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,854. Clean countertop	18.00 SF
1,855. Clean sink	1.00 EA
1,856. Clean sink faucet	1.00 EA
1,857. Seal ceiling joist system for odor	183.65 SF

Bedroom1	Height: 8'
DESCRIPTION	QTY
1,823. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,824. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,825. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,826. R&R Wallpaper	497.44 SF
1,827. R&R Wallpaper border	65.17 LF
1,828. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,829. Additional charge for a retrofit exterior door	1.00 EA
1,830. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,831. R&R Entrance hardware - card key	1.00 EA
1,832. Paint door slab only - 2 coats (per side)	1.00 EA
1,833. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,834. R&R Carpet	247.00 SF
1,835. R&R Carpet pad	247.00 SF
1,836. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,837. Clean curtains - plain - medium - Full service	2.00 EA
1,838. Contents - move out then reset - Extra large room	1.00 EA
1,839. Aluminum window, horiz. slider 33-40 sf	1.00 EA
1,840. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,841. Seal ceiling joist system for odor	744.44 SF
1,842. R&R AC unit w/sleeve - through-wall/window - 5,000 BTU	1.00 EA

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Bathroom1**Height: 8'****DESCRIPTION****QTY**

1,908. R&R Suspended ceiling system - 2' x 2'	26.18 SF
1,909. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,910. Seal ceiling joist system for odor	190.18 SF
1,911. R&R 1/2" drywall - hung, taped, ready for texture	164.00 SF
1,912. R&R Wallpaper	164.00 SF
1,913. R&R Tile tub surround - up to 60 SF	1.00 EA
1,914. R&R Bathtub	1.00 EA
1,915. R&R Tub/shower faucet	1.00 EA
1,916. R&R Toilet	1.00 EA
1,917. R&R Interior door - lauan/mahogany - pre-hung unit	1.00 EA
1,918. Paint door slab only - 2 coats (per side)	1.00 EA
1,919. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,920. R&R Ceramic tile base	20.50 LF
1,921. R&R Tile floor covering	26.18 SF
1,922. R&R Bathroom ventilation fan w/light	1.00 EA

Vanity Area1**Height: 8'****DESCRIPTION****QTY**

1,893. R&R Suspended ceiling system - 2' x 2'	30.21 SF
1,894. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,895. R&R 1/2" drywall - hung, taped, ready for texture	153.44 SF
1,896. R&R Wallpaper	153.44 SF
1,897. R&R Wallpaper border	22.17 LF
1,898. Clean door (per side)	1.00 EA
1,899. Paint door slab only - 2 coats (per side)	1.00 EA
1,900. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,901. R&R Carpet	30.21 SF
1,902. R&R Carpet pad	30.21 SF
1,903. R&R Carpet cove (wall wrap) - hemmed - 4"	18.58 LF
1,904. Clean countertop	18.00 SF
1,905. Clean sink	1.00 EA
1,906. Clean sink faucet	1.00 EA
1,907. Seal ceiling joist system for odor	183.65 SF

Bedroom1**Height: 8'****DESCRIPTION****QTY**

1,873. R&R Suspended ceiling system - 2' x 2'	247.00 SF
1,874. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,875. R&R 1/2" drywall - hung, taped, ready for texture	497.44 SF
1,876. R&R Wallpaper	497.44 SF

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DESCRIPTION	QTY
1,877. R&R Wallpaper border	65.17 LF
1,878. Exterior door slab - solid core lauan/mah./birch - flush	1.00 EA
1,879. Additional charge for a retrofit exterior door	1.00 EA
1,880. On site door prep. for full mortised lockset - Labor only	1.00 EA
1,881. R&R Entrance hardware - card key	1.00 EA
1,882. Paint door slab only - 2 coats (per side)	1.00 EA
1,883. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,884. R&R Carpet	247.00 SF
1,885. R&R Carpet pad	247.00 SF
1,886. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,887. Clean curtains - plain - medium - Full service	2.00 EA
1,888. Contents - move out then reset - Extra large room	1.00 EA
1,890. Clean window unit (per side) 41 - 60 SF	1.00 EA
1,891. Seal ceiling joist system for odor	744.44 SF
1,892. R&R AC unit w/sleeve - through-wall/window - 5,000 BTU	1.00 EA

Room 272**Vanity Area1****Height: 8'**

DESCRIPTION	QTY
1,923. R&R Suspended ceiling tile - 2' x 2'	30.21 SF
1,924. Clean suspended ceiling grid	30.21 SF
1,925. R&R Batt insulation - 4" - R11 - paper faced	30.21 SF
1,926. R&R Wallpaper	153.44 SF
1,927. Clean door (per side)	1.00 EA
1,928. Paint door slab only - 2 coats (per side)	1.00 EA
1,929. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,930. Clean floor - tile	30.21 SF
1,931. Clean toilet - Light	1.00 EA
1,932. Clean shower	1.00 EA
1,933. Seal ceiling joist system for odor	183.65 SF

Bathroom1**Height: 8'**

DESCRIPTION	QTY
1,934. R&R Suspended ceiling tile - 2' x 2'	26.18 SF
1,935. Clean suspended ceiling grid	26.18 SF

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DESCRIPTION	QTY
1,936. R&R Batt insulation - 4" - R11 - paper faced	26.18 SF
1,937. R&R Wallpaper	164.00 SF
1,938. Clean door (per side)	1.00 EA
1,939. Paint door slab only - 2 coats (per side)	1.00 EA
1,940. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,941. R&R Carpet	26.18 SF
1,942. R&R Carpet pad	26.18 SF
1,943. R&R Carpet cove (wall wrap) - hemmed - 4"	20.50 LF
1,944. Clean countertop	18.00 SF
1,945. Clean sink	1.00 EA
1,946. Clean sink faucet	1.00 EA
1,947. Seal ceiling joist system for odor	190.18 SF

Bedroom1**Height: 8'**

DESCRIPTION	QTY
1,948. R&R Suspended ceiling tile - 2' x 2'	247.00 SF
1,949. Clean suspended ceiling grid	247.00 SF
1,950. R&R Batt insulation - 4" - R11 - paper faced	247.00 SF
1,951. Wallpaper	1.00 SF
1,952. R&R Wallpaper border	65.17 LF
1,953. Clean door (per side)	1.00 EA
1,954. Paint door slab only - 2 coats (per side)	1.00 EA
1,955. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
1,956. R&R Carpet	247.00 SF
1,957. R&R Carpet pad	247.00 SF
1,958. R&R Carpet cove (wall wrap) - hemmed - 4"	61.58 LF
1,959. Clean curtains - plain - medium - Full service	2.00 EA
1,960. Contents - move out then reset - Extra large room	1.00 EA
1,961. Seal ceiling joist system for odor	744.44 SF
1,962. Clean window unit (per side) 41 - 60 SF	1.00 EA

Exterior Lower**Lower****Height: 11'**

DESCRIPTION	QTY
1,963. Clean with pressure/chemical spray	7,729.33 SF

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DESCRIPTION	QTY
1,964. Seal/prime then paint the walls (2 coats)	7,729.33 SF
1,965. Mask the surface area per square foot - plastic and tape - 4 mil	19,908.00 SF
The above line item is for masking off all of the doors and windows for exterior painting.	

Exterior Lower Soffit

Soffit	Height: 4"
DESCRIPTION	QTY
1,966. Clean with pressure/chemical spray	3,004.03 SF
1,967. Seal/prime then paint the ceiling (2 coats)	3,004.03 SF

Exterior Upper

Upper	Height: 11'
DESCRIPTION	QTY
1,968. Clean with pressure/chemical spray	7,729.33 SF
1,969. Seal/prime then paint the walls (2 coats)	7,729.33 SF
1,970. Mask the surface area per square foot - plastic and tape - 4 mil	19,908.00 SF
The above line item is for masking off all of the doors and windows for exterior painting.	
1,985. Prime & paint iron handrail, 36" to 42" high	722.00 LF

Exterior Upper Soffit

Exterior Upper Soffit	
DESCRIPTION	QTY
1,971. Clean with pressure/chemical spray	5,384.46 SF
1,972. Seal/prime then paint the ceiling (2 coats)	5,384.46 SF

Stairs

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Stairs**Height: 17'****Subroom: Stairs2 (1)****Height: 17'****Subroom: Landing (2)****Height: 17'****DESCRIPTION****QTY**

1,973. Clean with pressure/chemical spray

502.35 SF

1,974. Seal/prime then paint the walls and ceiling (2 coats)

502.35 SF

Stairs1**Height: 17'****Subroom: Landing1 (2)****Height: 17'****Subroom: Stairs3 (1)****Height: 17'****DESCRIPTION****QTY**

1,975. Clean with pressure/chemical spray

502.35 SF

1,976. Seal/prime then paint the walls and ceiling (2 coats)

502.35 SF

Stairs4**Height: 17'****Subroom: Landing2 (2)****Height: 17'****Subroom: Stairs5 (1)****Height: 17'****DESCRIPTION****QTY**

1,977. Clean with pressure/chemical spray

502.35 SF

1,978. Seal/prime then paint the walls and ceiling (2 coats)

502.35 SF

Columns**DESCRIPTION****QTY**

1,979. Clean with pressure/chemical spray

41.00 SF

1,981. Seal & paint stucco

15,312.00 SF

Structure**DESCRIPTION****QTY**

1,986. (Material Only) 6" x 6" square wood post (3 BF per LF)

148.00 LF

1,989. Carpenter - General Framer - per hour

48.00 HR.

1,990. R&R Block - 12" x 8" x 16" - for repair to walls and columns

486.00 SF

1,992. R&R Stucco finish over concrete block

384.00 SF

1,994. R&R Steel joist - 12" CS Series

26.00 LF

1,996. R&R Wide Flange Beam - 24 3/8"d. x 9 1/16"w. x 1/2"thick

13.00 LF

1,997. R&R Metal decking, 3" 18 gauge - 'B'

325.00 SF

1,998. Concrete grade beam

13.00 CY

**BELFOR Property Restoration**

205 Citation Court - Homewood, AL 35209
 (205) 941-0315 Tel. - (205) 941-0316 Fax.
 AL License # BC 38777 - Fed ID # 84-1309171

CONTINUED - Structure

DESCRIPTION	QTY
2,000. R&R Concrete slab - 4" - finished in place	910.00 SF
2,001. Concrete pump truck (per hour)	4.00 HR

General

DESCRIPTION	QTY
1,982. Permits & fees	1.00 EA
1,983. Dumpster load - Approx. 30 yards, 5-7 tons of debris	8.00 EA
1,984. Supervision / Project Management - per hour	196.00 HR
2,005. (Material Only) Sheathing - plywood - 1/2" CDX	36.00 SF
2,006. 2" x 4" x 8' #2 & better Fir / Larch (material only)	48.00 EA
2,007. Carpenter - General Framer - per hour	32.00 HR

The above three line items are to build a temporary wall around the two units that were severely damaged while construction is going on.

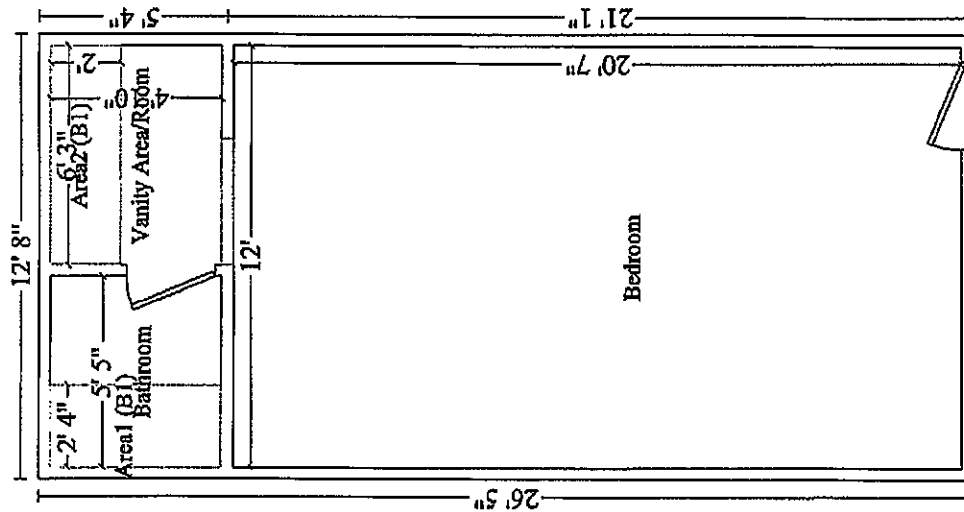
Grand Total

466,838.73

 Phil Horne
Grand Total Areas:

48,226.67 SF Walls	57,805.00 SF Ceiling	106,031.67 SF Walls and Ceiling
58,131.76 SF Floor	6,459.08 SY Flooring	8,200.78 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	8,465.94 LF Ceil. Perimeter
58,131.76 Floor Area	59,476.51 Total Area	47,208.63 Interior Wall Area
47,591.47 Exterior Wall Area	7,316.39 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Room 111



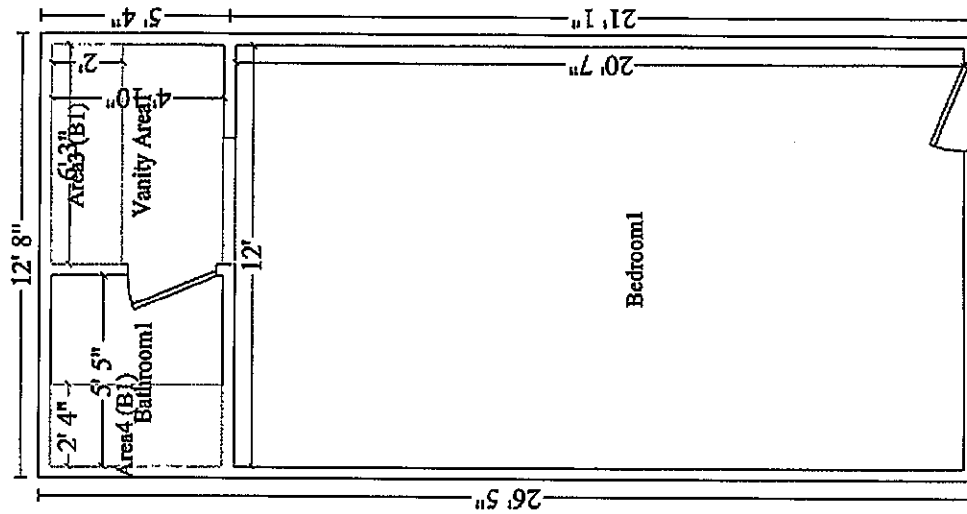
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Room 111

6/27/2014 Page: 56

14-62-KNIGHTS_INN-2

Room 110



N ↑

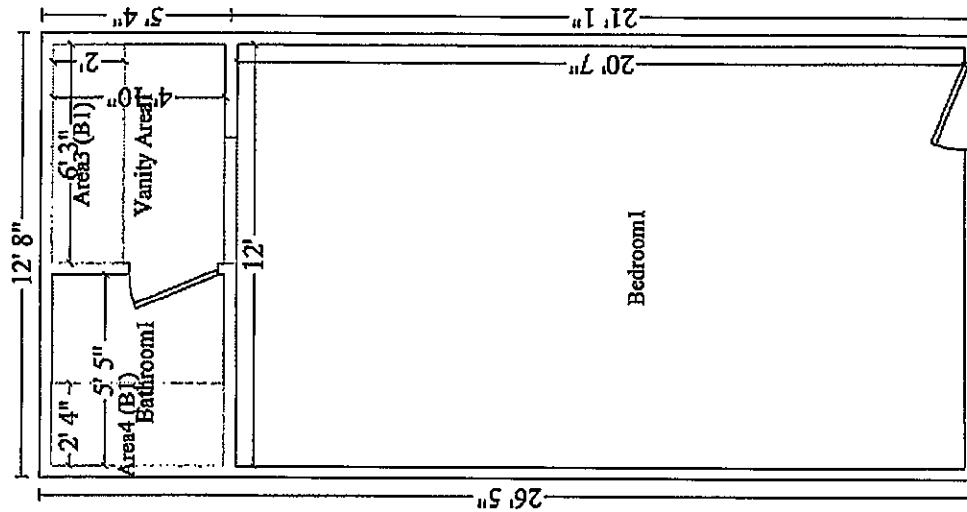
Room 110

6/27/2014 Page: 57

14-62-KNIGHTS INN-2

HAMAN, INC. PRODUCTION 1-001398

Room 112



N ↑

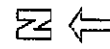
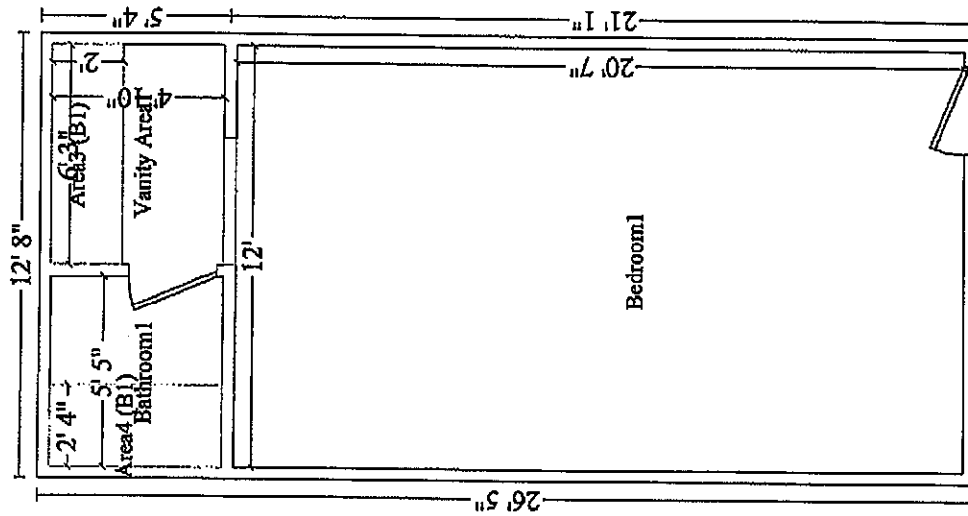
Room 112

14-62-KNIGHTS INN-2

6/27/2014

Page: 58

Room 114

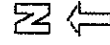
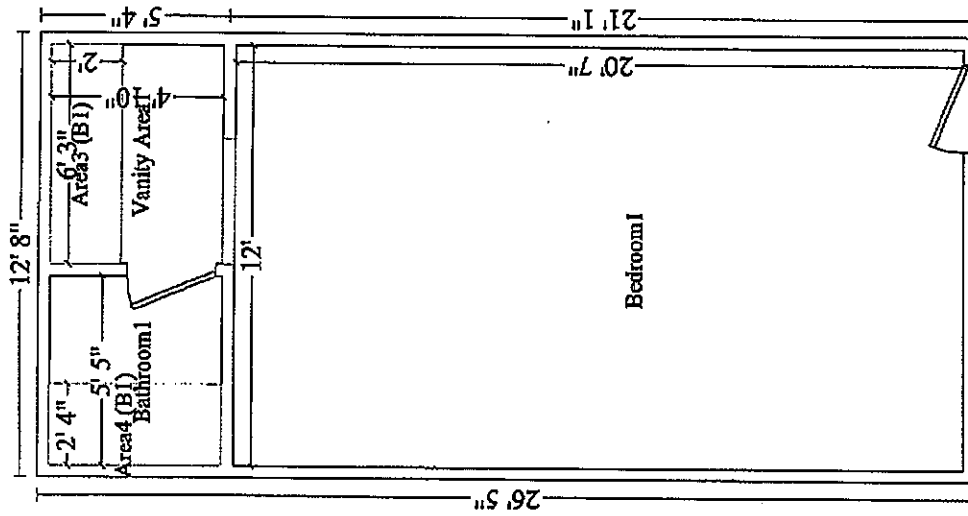


Room 114

6/27/2014 Page: 59

14-62-KNIGHTS_INN-2

Room 115



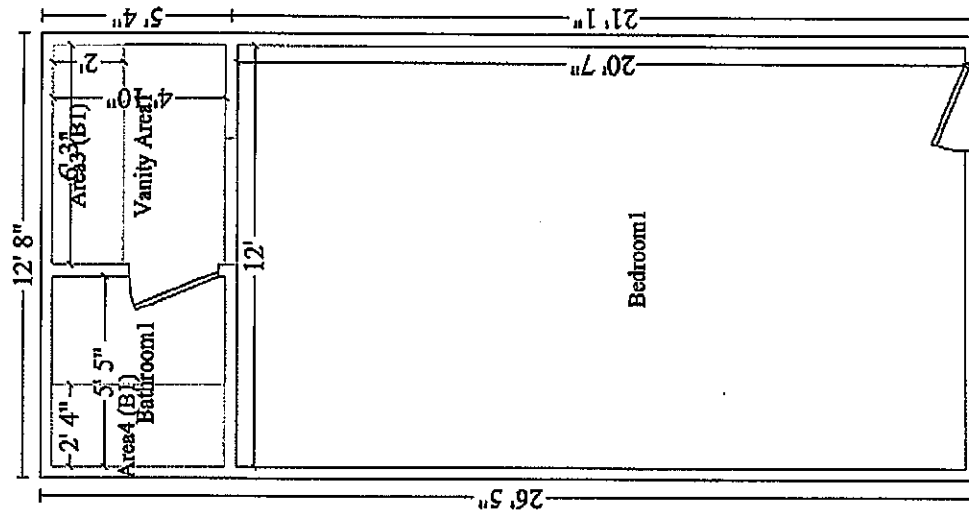
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6/27/2014 Page: 60

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001401

Room 116



N ↑

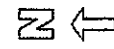
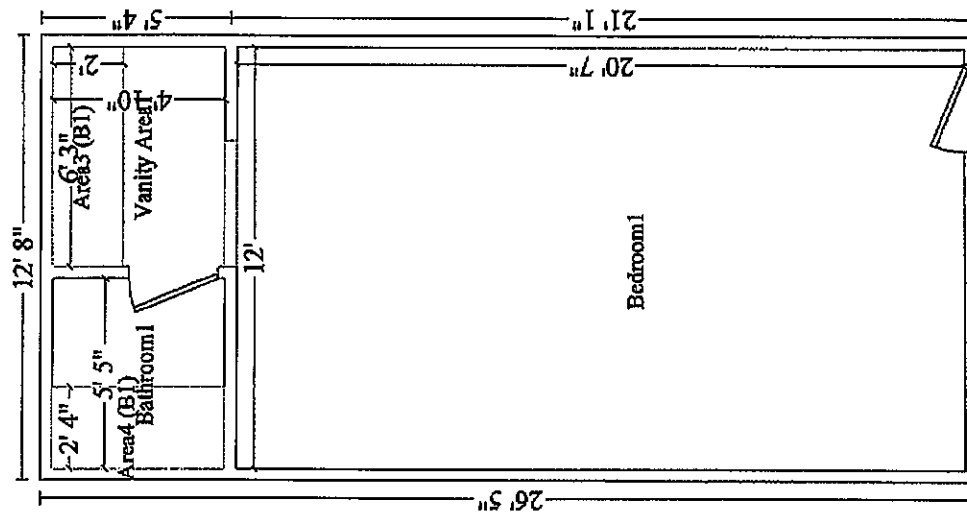
Room 116

6/27/2014 Page: 61

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001402

Room 272

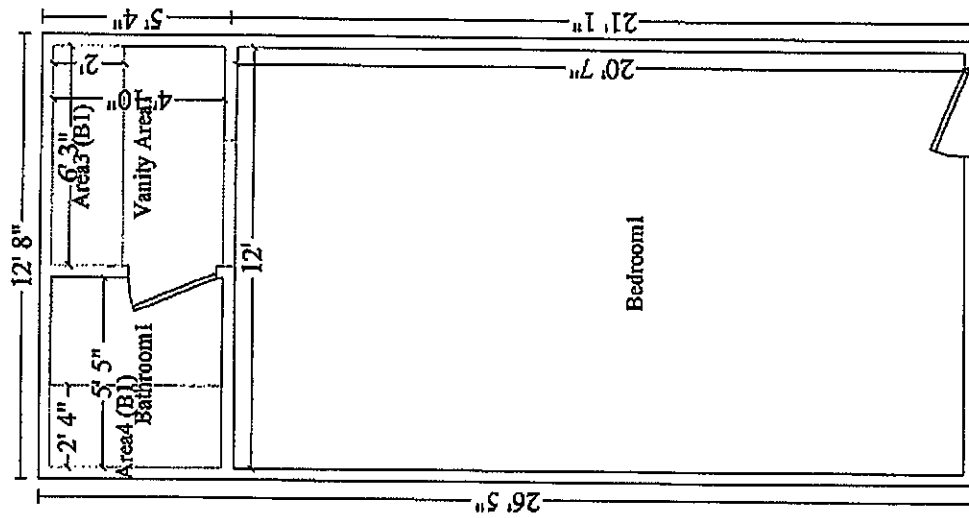


Room 272

6/27/2014 Page: 62

14-62-KNIGHTS_INN-2

Room 117



N ↑

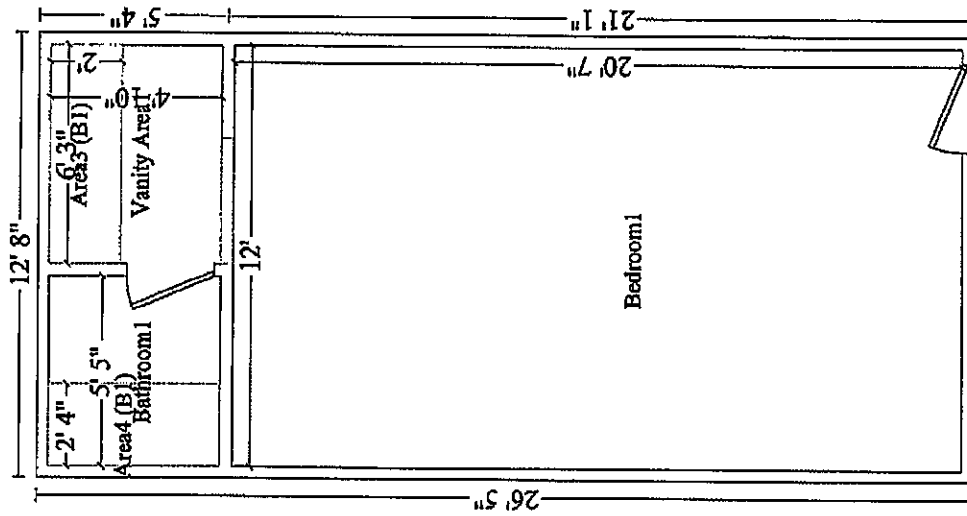
Room 117

6/27/2014 Page: 63

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001404

Room 118



N ↑

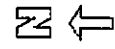
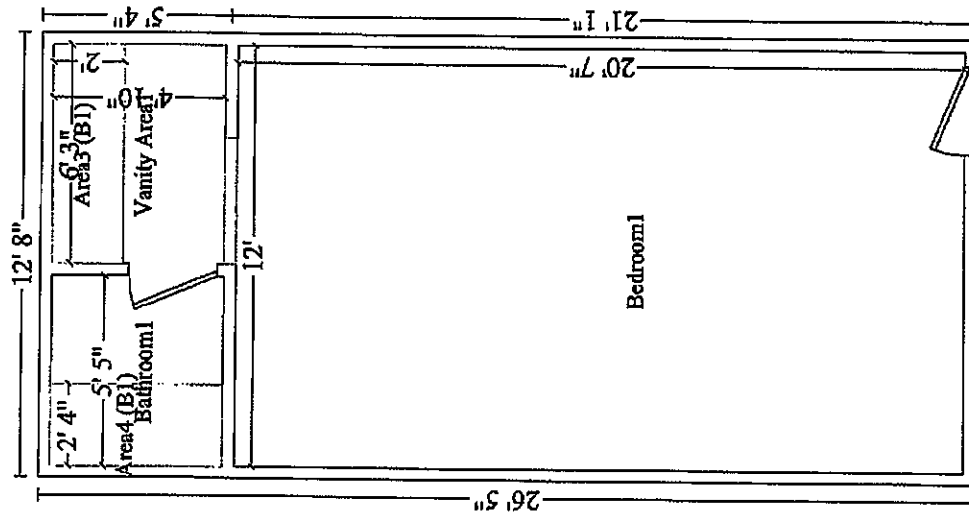
Room 118

6/27/2014 Page: 64

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001405

Room 119



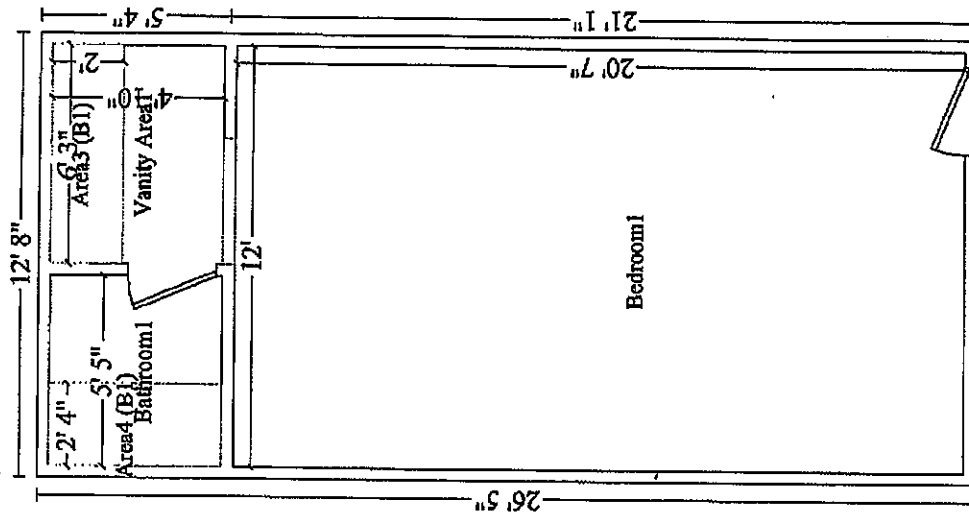
Room 119

6/27/2014

Page: 65

14-62-KNIGHTS INN-2

Room 120



Room 120

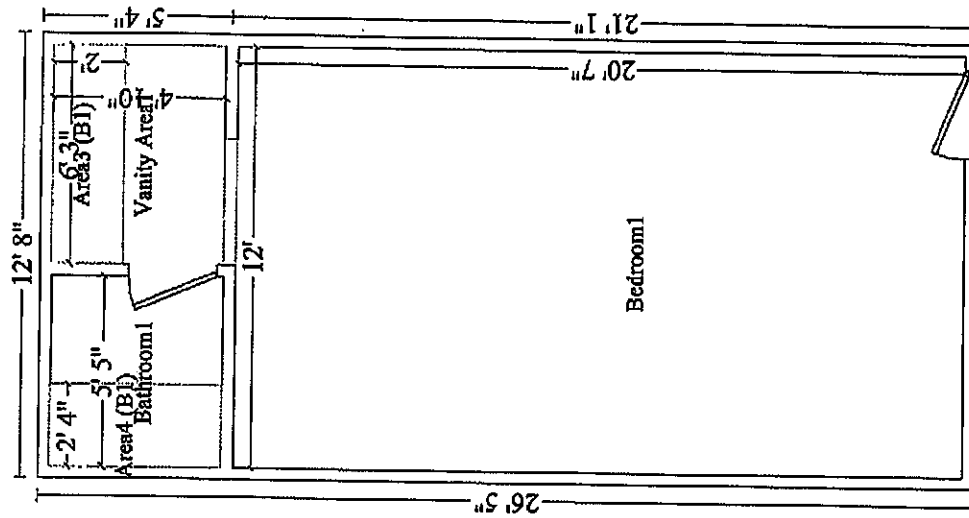
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Page: 66

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001407

Room 121



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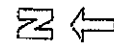
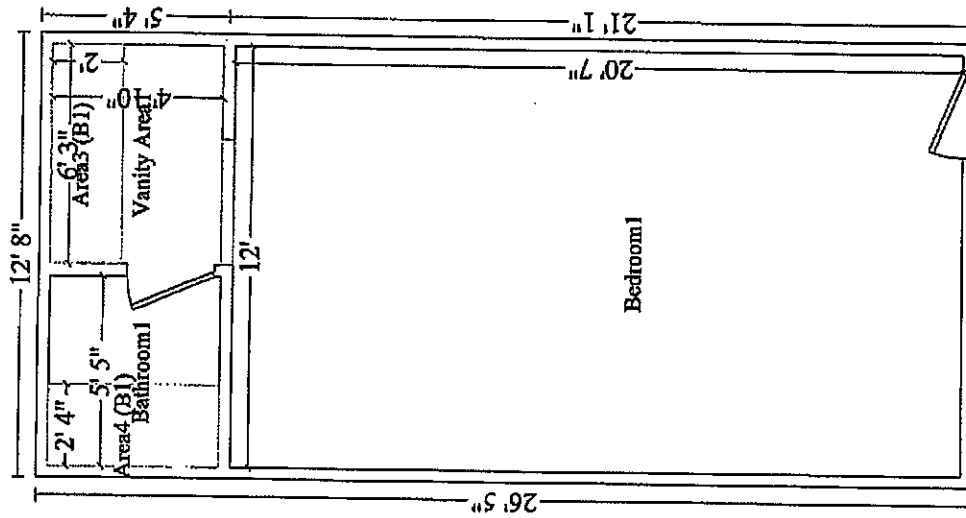
Room 121

6/27/2014 Page: 67

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001408

Room 162



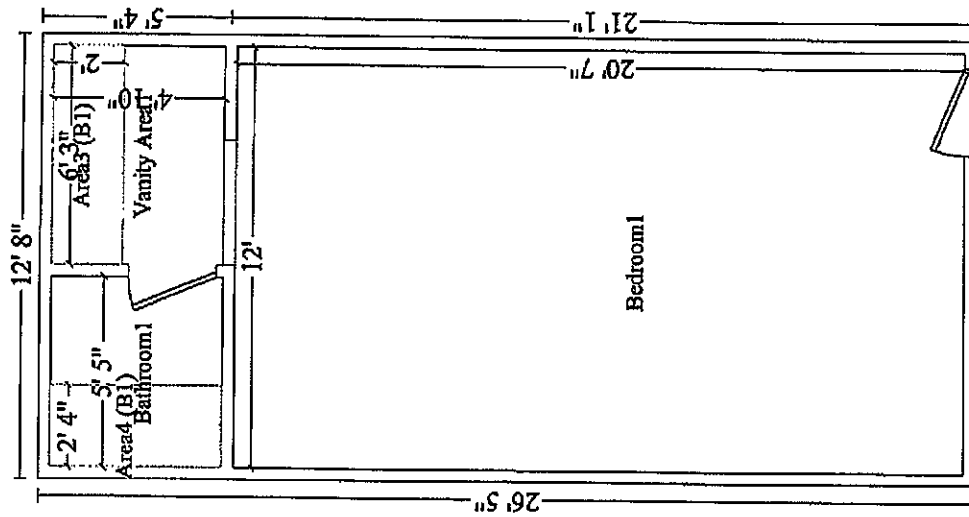
Room 162

14-62-KNIGHTS_INN-2

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Room 163



N ↑

Room 163

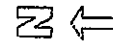
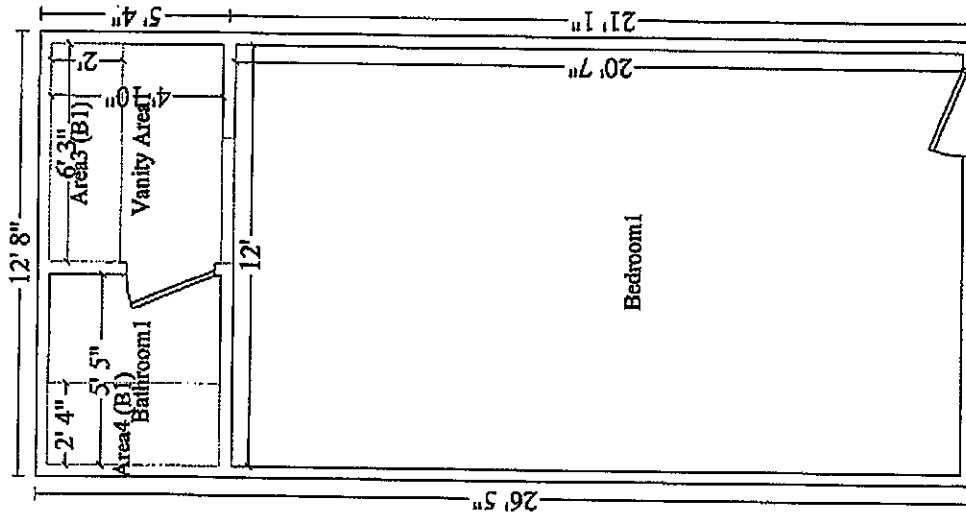
6/27/2014

Page: 69

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001410

Room 164

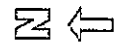
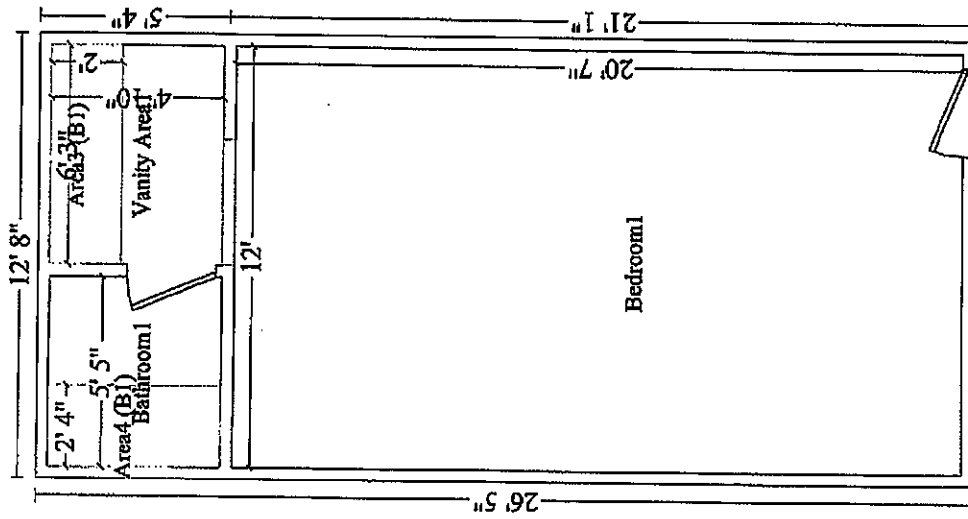


Room 164

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14-62-KNIGHTS_INN-2

Room 165



Room 165

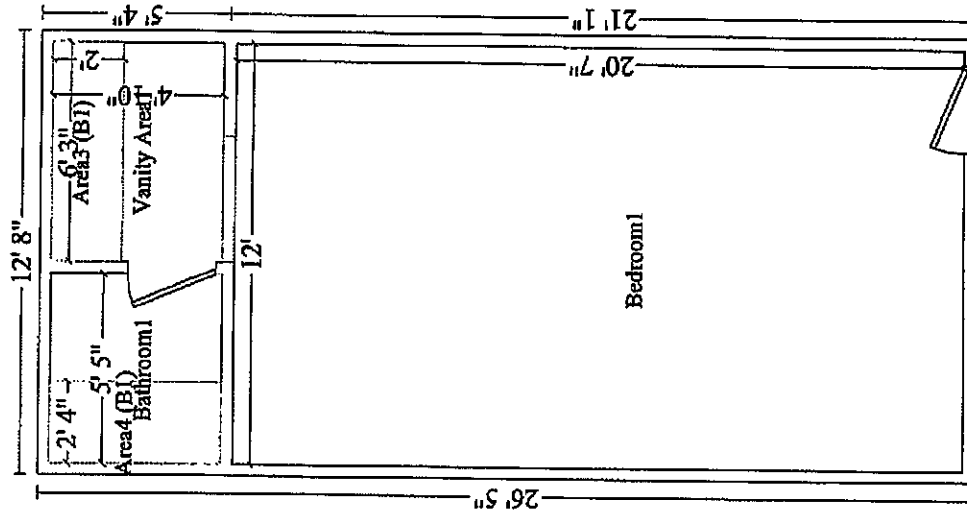
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Page: 71

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001412

Room 166



N ↑

Room 166

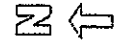
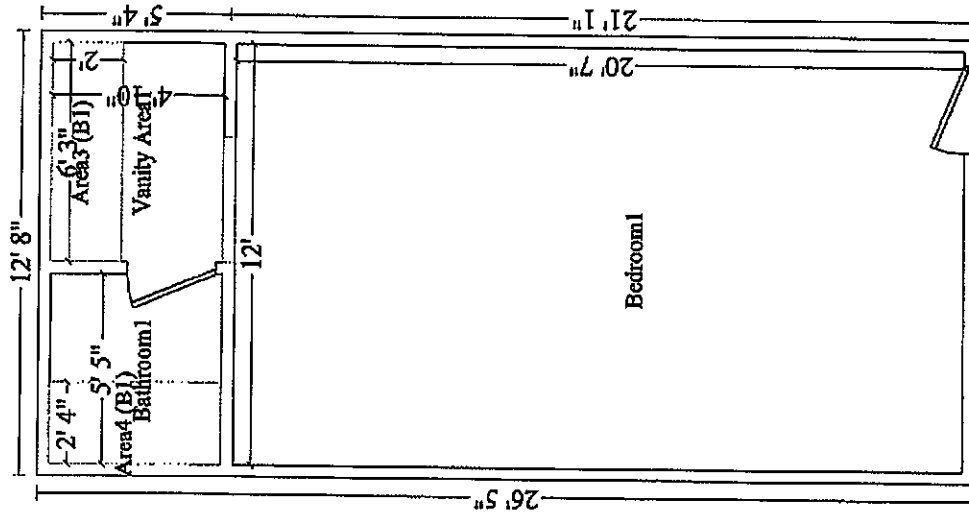
6/27/2014

Page: 72

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001413

Room 167



Room 167

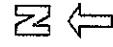
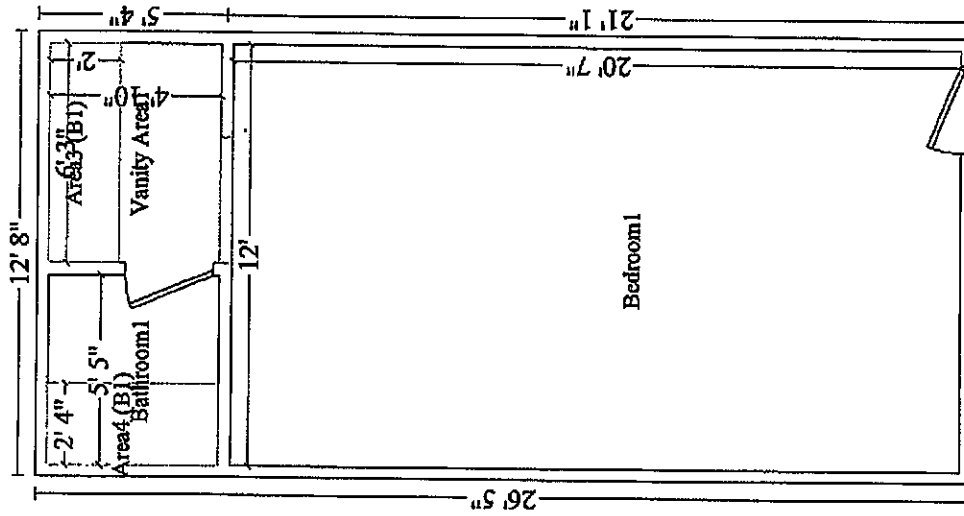
6/27/2014

Page: 73

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001414

Room 168



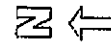
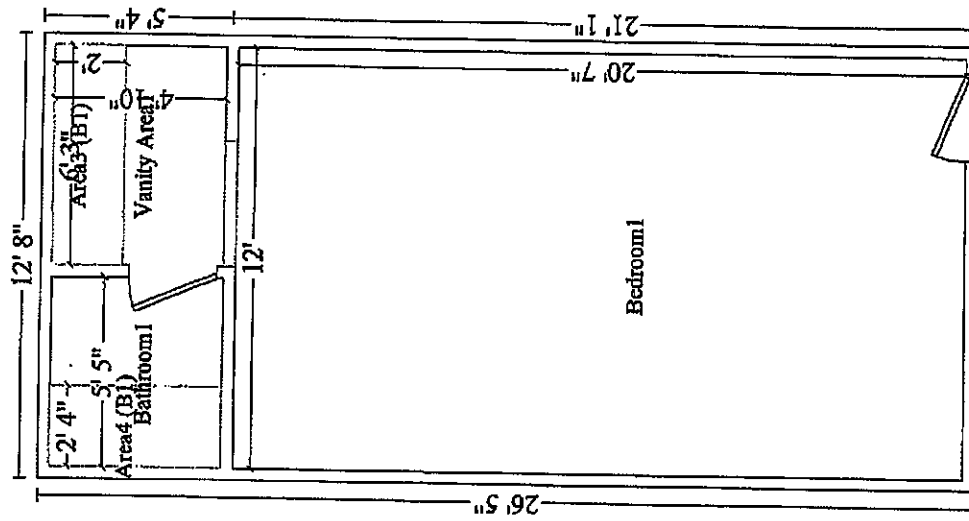
Room 168

6/27/2014

Page: 74

14-62-KNIGHTS_INN-2

Room 169

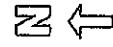
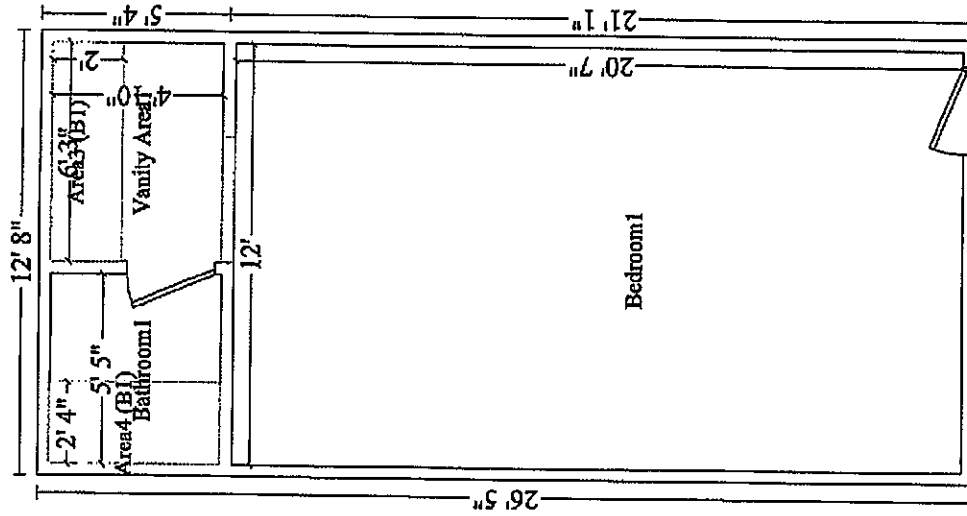


Room 169

6/27/2014 Page: 75

14-62-KNIGHTS_INN-2

Room 170



Room 170

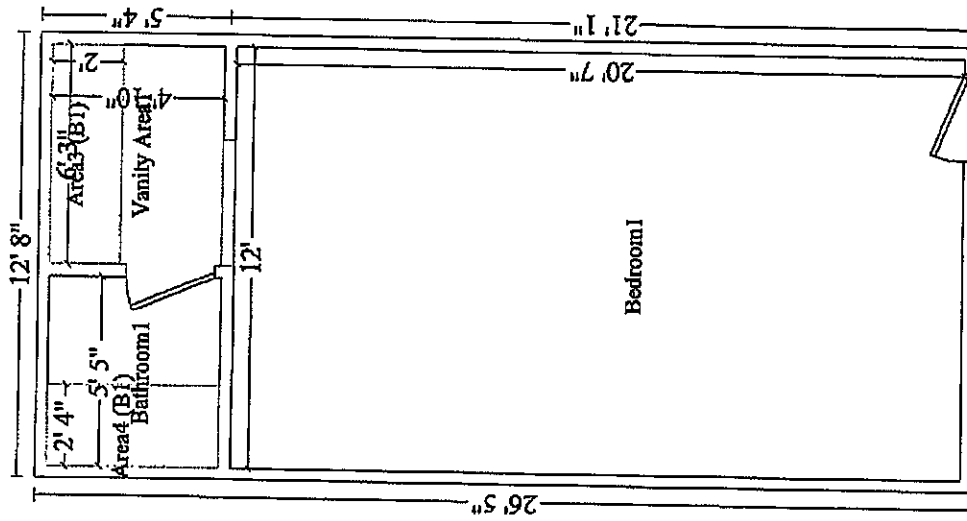
6/27/2014

Page: 76

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001417

Room 171



N ↑

Room 171

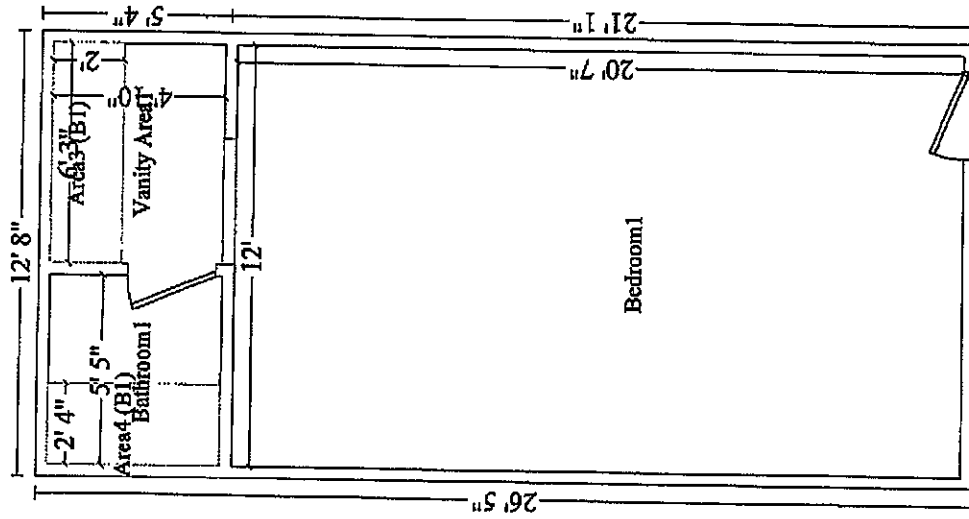
14-62-KNIGHTS_INN-2

6/27/2014

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HAMAN, INC. PRODUCTION 1-001418

Room 172



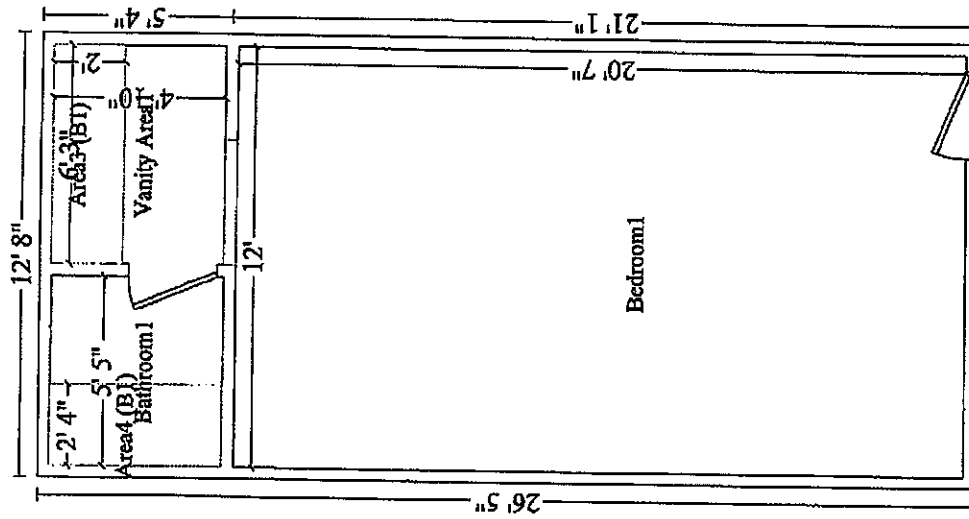
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Room 172

6/27/2014 Page: 78

14-62-KNIGHTS_INN-2

Room 173



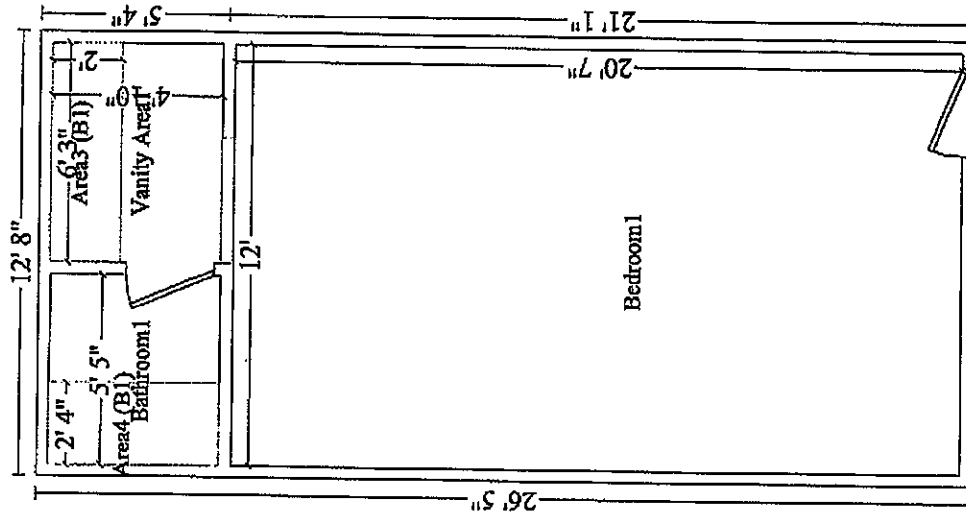
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Room 173

6/27/2014 Page: 79

14-62-KNIGHTS_INN-2

Room 174



N ↑

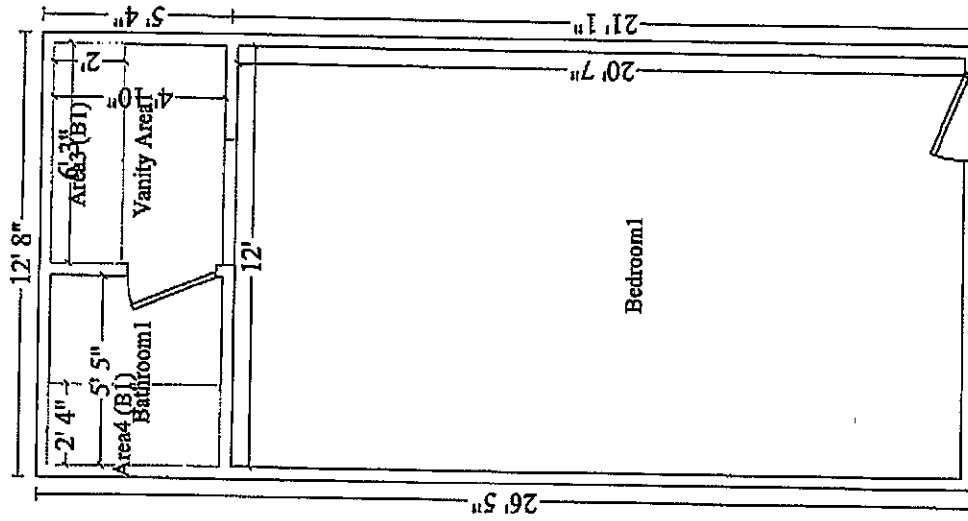
Room 174

6/27/2014 Page: 80

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001421

Room 175



N ↑

Room 175

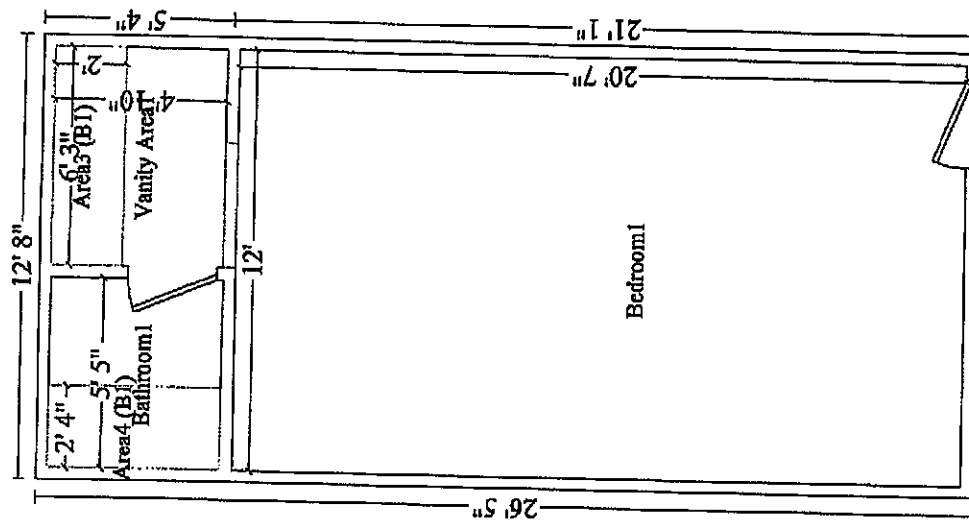
6/27/2014

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14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001422

Room 176



N ↑

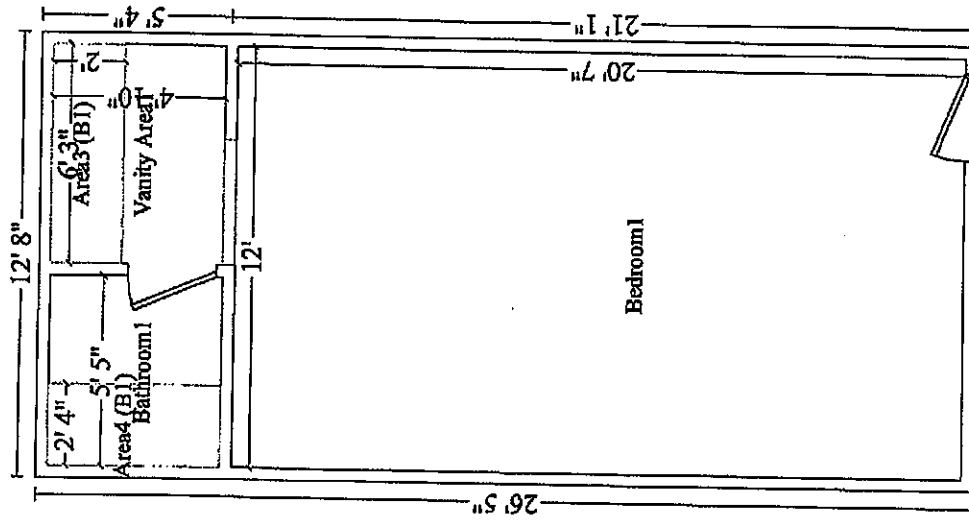
Room 176

6/27/2014 Page: 82

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001423

Room 262



N ↑

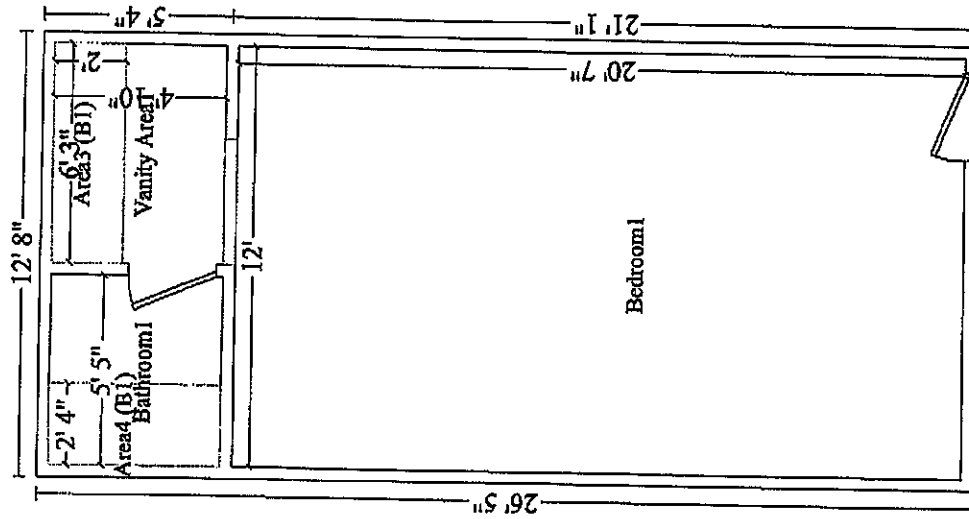
Room 262

6/27/2014 Page: 83

14-62-KNIGHTS INN-2

HAMAN, INC. PRODUCTION 1-001424

Room 263



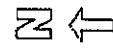
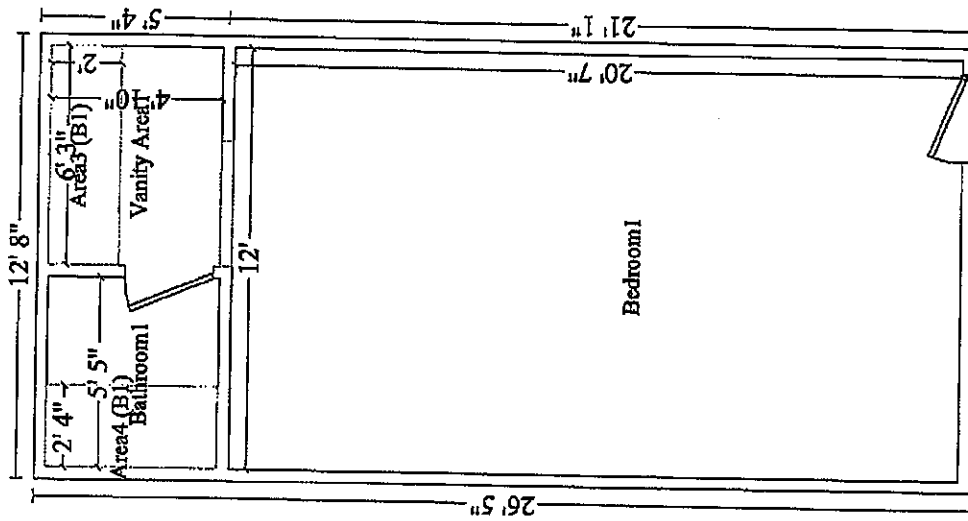
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Room 263

6/27/2014 Page: 84

14-62-KNIGHTS INN-2

Room 264



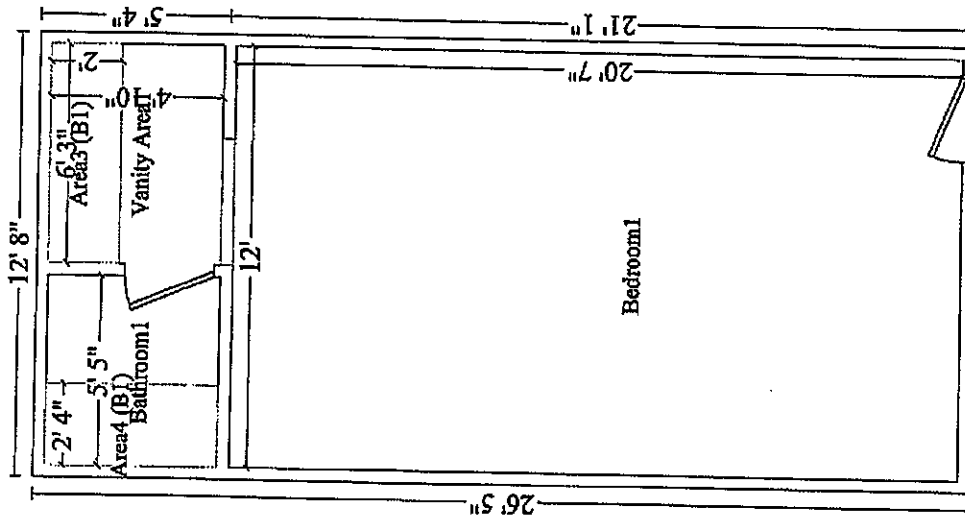
Room 264

6/27/2014 Page: 85

14-62-KNIGHTS INN-2

HAMAN, INC. PRODUCTION 1-001426

Room 265



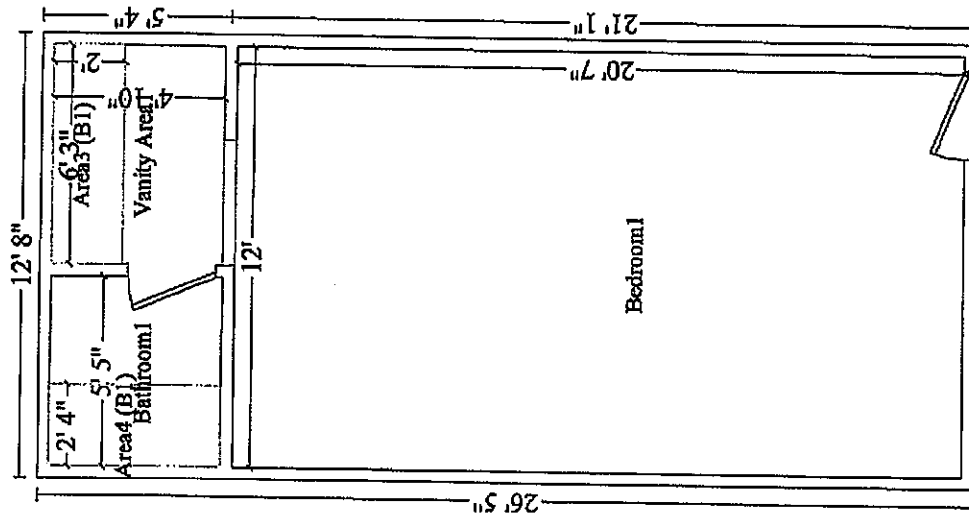
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Room 265

6/27/2014 Page: 86

14-62-KNIGHTS_INN-2

Room 266



N ↑

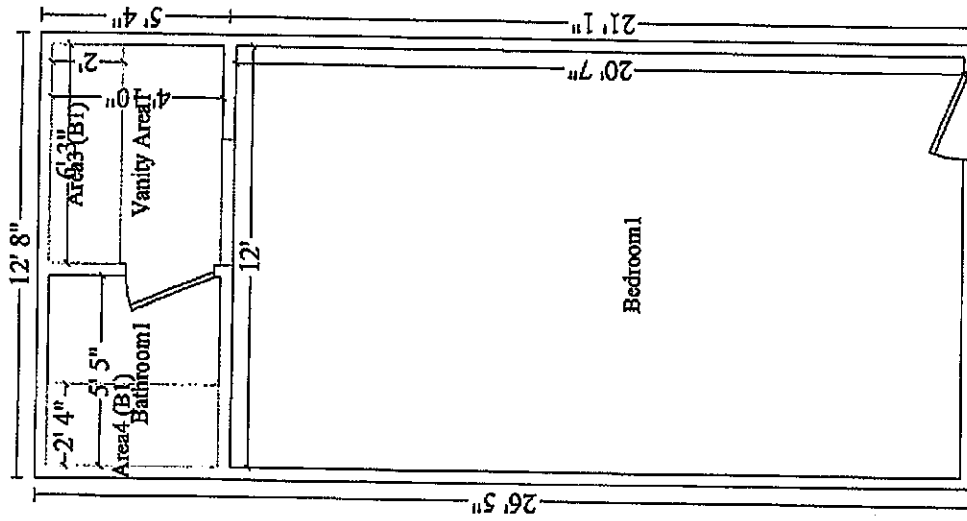
Room 266

6/27/2014 Page: 87

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001428

Room 267



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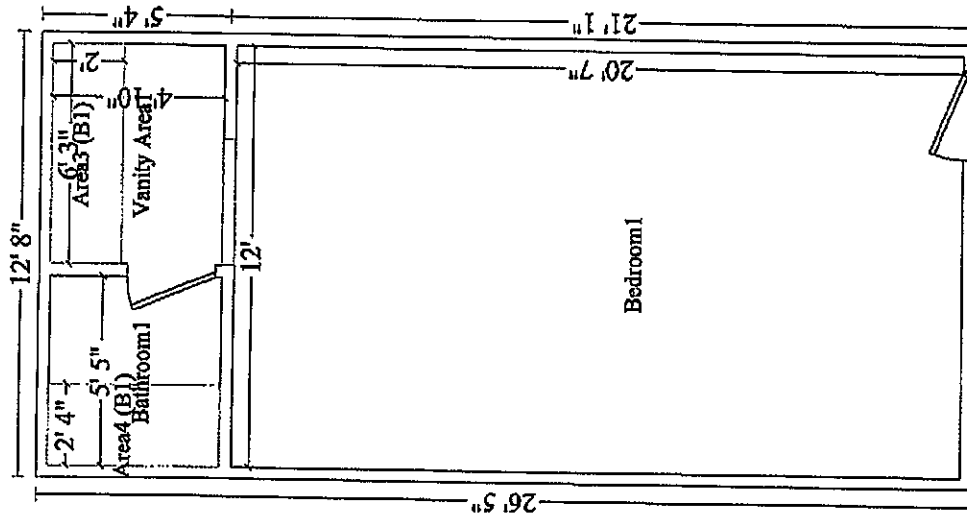
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6/27/2014 Page: 88

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001429

Room 268



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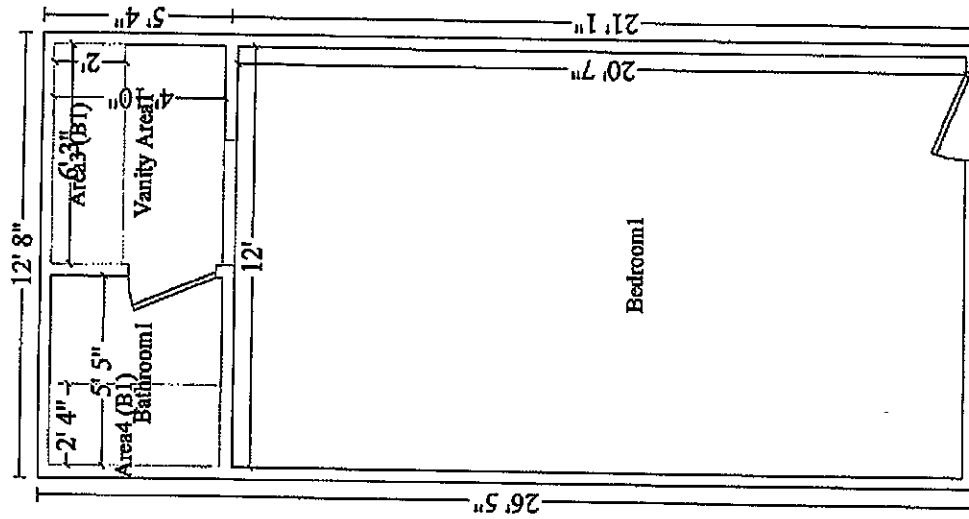
Room 268

6/27/2014 Page: 89

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001430

Room 269



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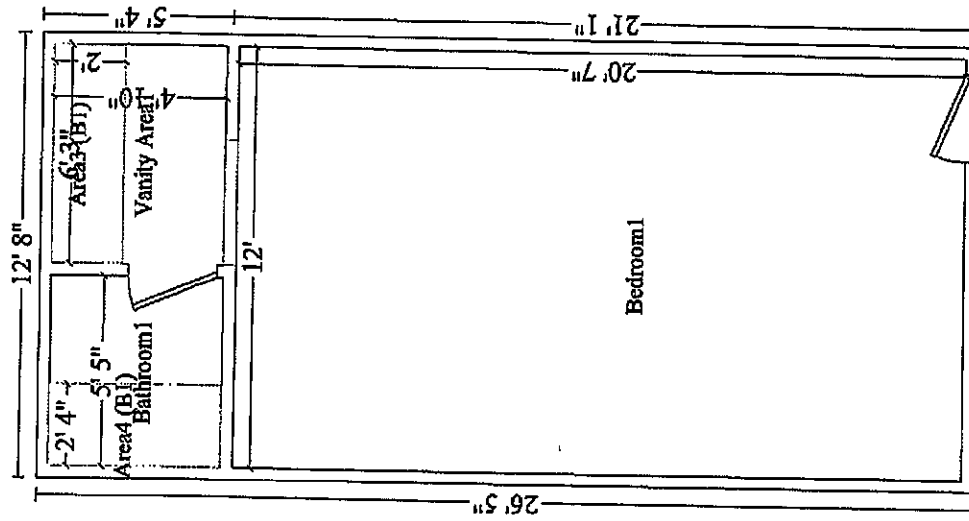
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6/27/2014 Page: 90

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001431

Room 270



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Room 270

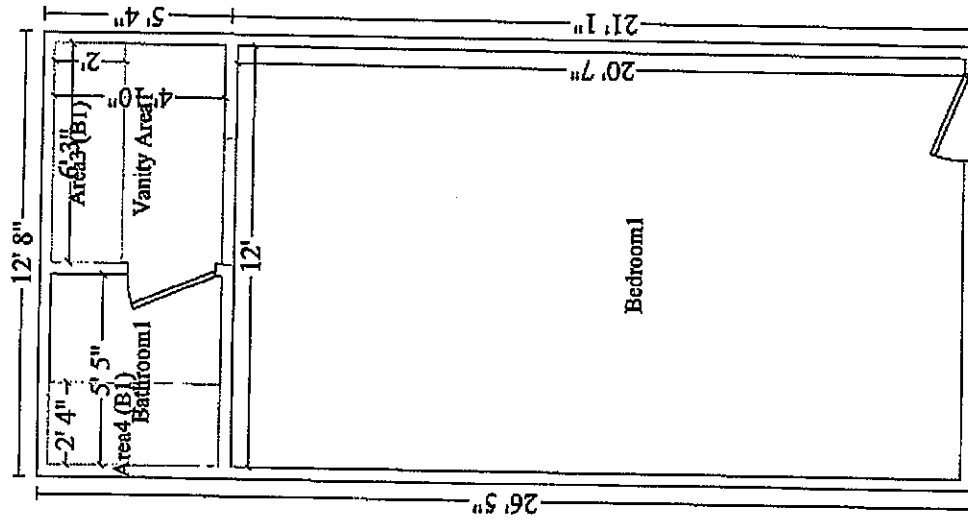
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HAMAN, INC. PRODUCTION 1-001432

Room 271

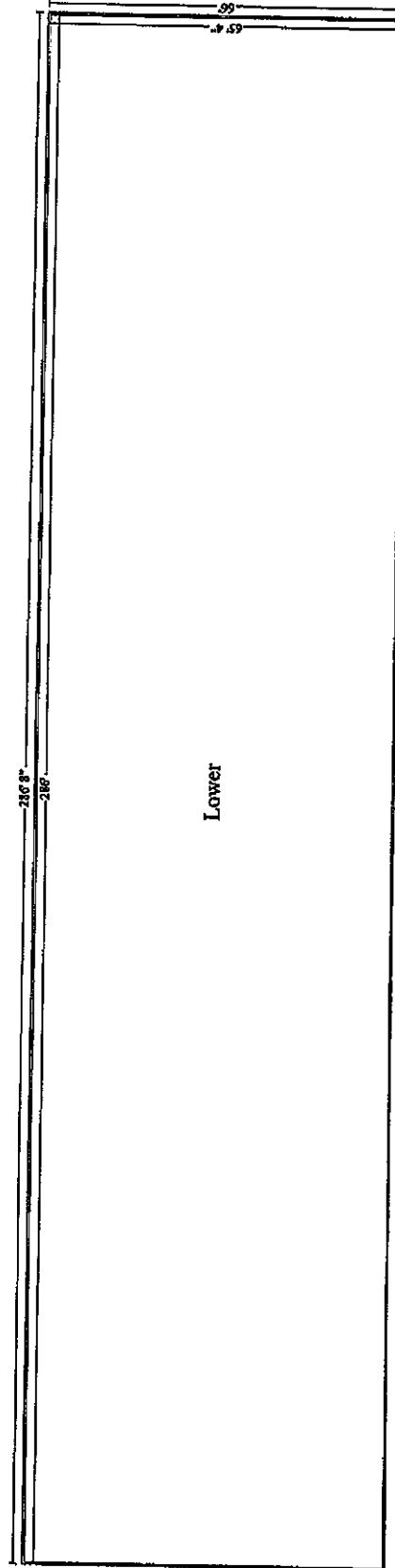


Room 271

6/27/2014 Page: 92

14-62-KNIGHTS INN-2

Exterior Lower



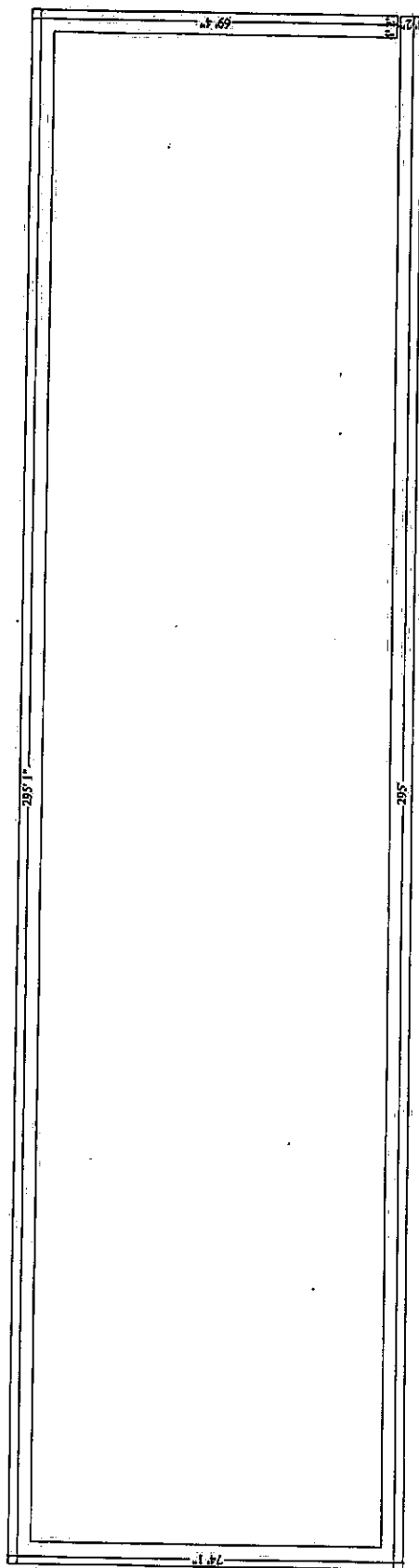
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Exterior Lower

6/27/2014 Page: 93

14-62-KNIGHTS_INN-2

Exterior Lower Soffit



N ↑

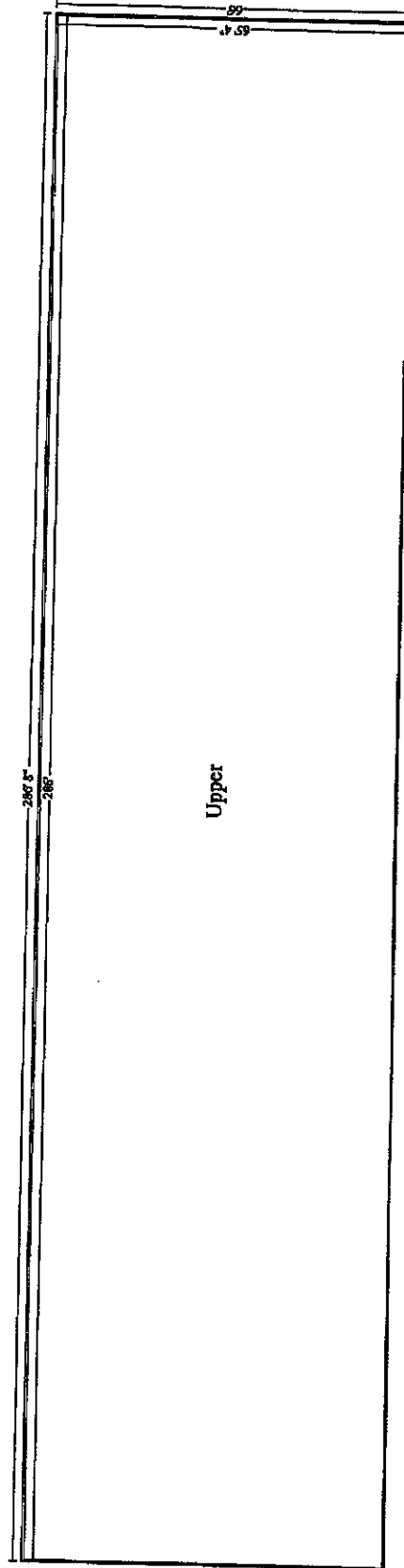
Exterior Lower Soffit

14-62-KNIGHTS_INN-2

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Exterior Upper



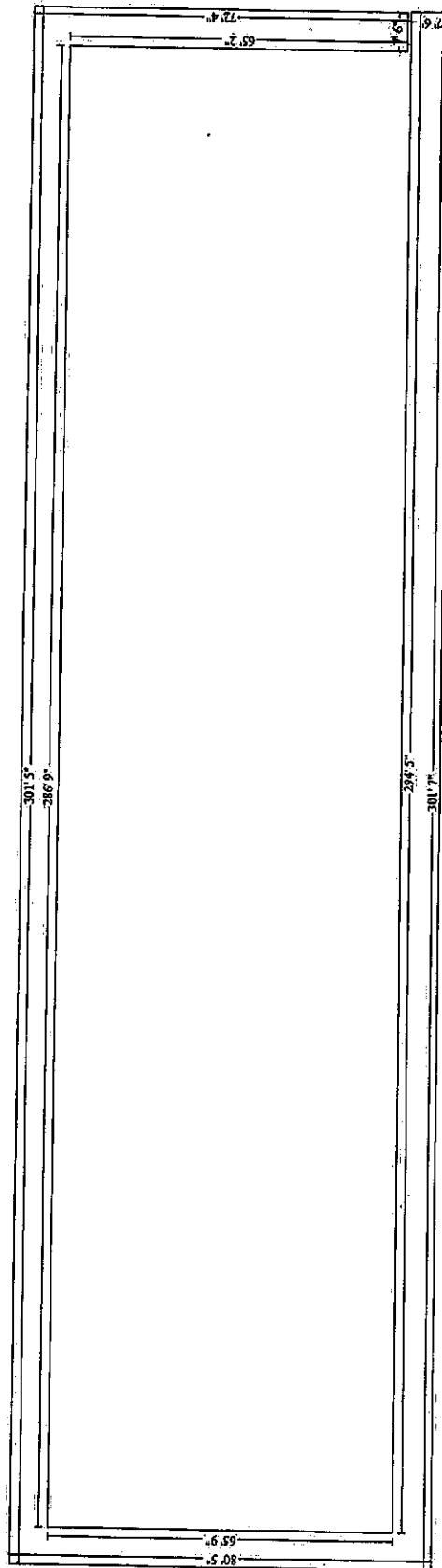
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Exterior Upper

14-62-KNIGHTS_INN-2

6/27/2014 Page: 95

Exterior Upper Soffit



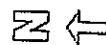
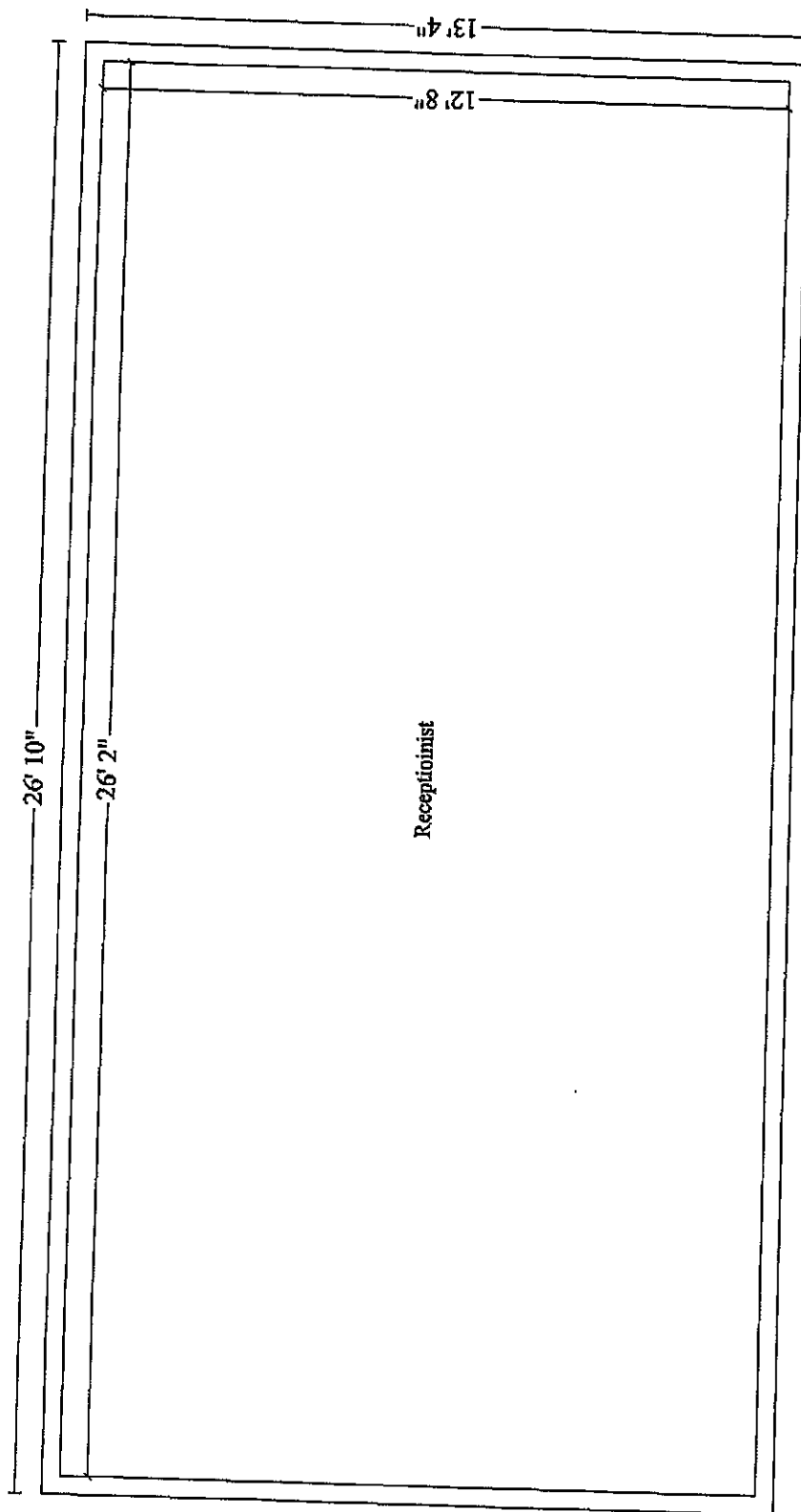
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Exterior Upper Soffit

6/27/2014 Page: 96

14-62-KNIGHTS_INN-2

Office



Office

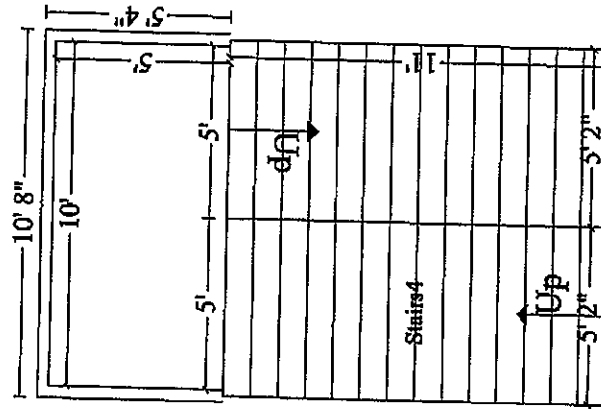
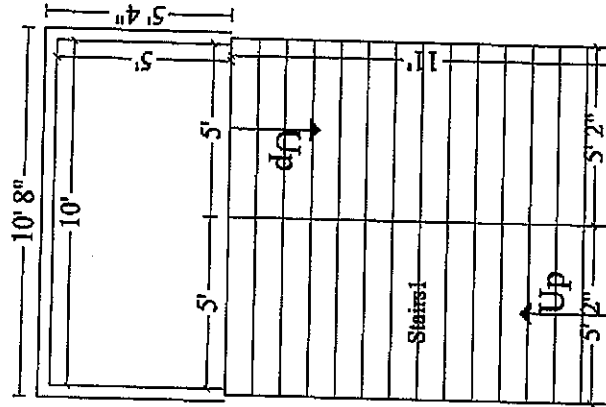
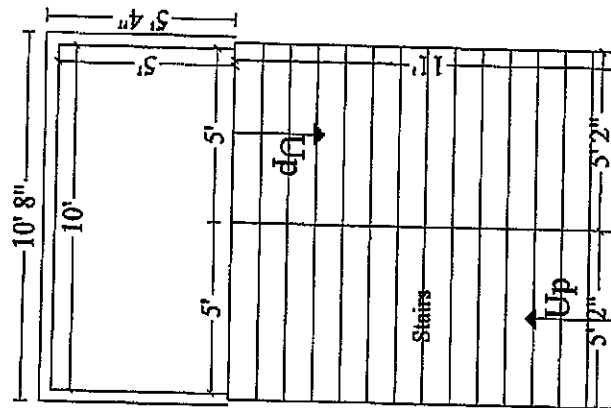
6/27/2014

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14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001438

Stairs



N ↑

Stairs

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6/27/2014

14-62-KNIGHTS_INN-2

HAMAN, INC. PRODUCTION 1-001439



BROOKSTONE
RESTORATION

June 30, 2014

Sheila Allen, Manager
KNIGHTS INN
1121 9th Ave.
Bessemer, AL 35023

RE: FIRE DAMAGE REPAIRS

Dear Sheila,

Brookstone Restoration is pleased to submit for your review and consideration our proposal per the following scope of work for the fire damage repairs.

Scope of Work

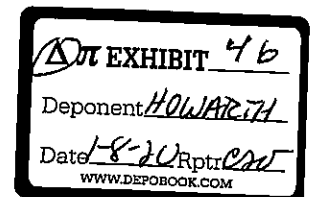
1000- General Conditions

- Supervision
- Daily clean up
- Building permit
- Job trailer
- Temporary toilets
- Temporary power
- Brookstone 20' storage container
- Dumpsters for debris removal
- 40' containers to store furniture, total of six (6)
- Small tool rental
- Safety, PP&E and barricades

2000-Demolition

- Furnish and install shoring to hold up walkway in front of room #270 and roof structure on either side of columns that are going to be removed in front of room #170.
- Remove elevated concrete floor slab in room #270.
- Remove concrete beam at exterior wall of room #170
- Remove concrete beam between columns in front of room #170
- Remove CMU columns on either side of room #170 from the bottom of the roof deck to 4' o.f.f.
- Remove wrought iron railing in front of room #269, #270 and #271.
- Remove acoustical ceiling tiles in rooms #162, 163, 164, 165, 166, 167, 168, 169, 171, 173, 174, 175, 176, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271

Brookstone Restoration
244 Inverness Center Drive, Suite 200
Birmingham, AL 35242
205-991-7086 o. 205-991-7652 f.
www.brookstonecompanies.com



Page 2

Content Manipulation/cleaning

- Remove all existing furniture in affected rooms and store on site in non climate controlled containers
- Move furniture back once construction is completed
- Clean all furniture prior to placing back into the room
- Clean the following rooms and deodorize,
#162,163,164,165,166,167,168,169,171,172,173,174,175,176,262,263,264,265,266,267,268,269,
271

3000-Concrete

- Pour new concrete beam at room #170 at the exterior wall.
- Repair both concrete columns on either side of the exterior wall of room #170
- Pour new concrete beam at the outside of the catwalk in front of room #170
- Place and finish concrete at elevated slab at room #270

4000-Masonry

- Furnish all labor, material, scaffolding to build new CMU concrete filled columns up from 4' o.f.f. in front of room #170
- Remove and repair grout joints in CMU wall on both sides of room #170 that was affected by the extreme heat.

5000-Structural Steel

- Furnish and install new 10" steel bar joists and metal pan on the floor of room #270
- Furnish and install new wrought iron railing, total of (3) 13' sections between columns

Metal framing

- Build new metal stud walls in room #170 and #270

7000-Thermal/Moisture

- Furnish and install new R-19 insulation on top of acoustical ceilings in rooms 162,163,164,165,166,167,168,169,170,171,172,173,174,175,176,262,263,264,265,266,267,268,269,270,271

8000-Doors/Windows

- Furnish and install (8) new hollow core split jamb interior doors with hardware
- Remove and replace (4) exterior 3068 doors and electronic card reader hardware set
- Replace all broken glass affected by the fire
- Furnish and install new front wall glazing for rooms #170 and #270

9000-Finishes

- Furnish and install new drywall in rooms #169, #170, and #270.
- Paint the entire north exterior side of the building including walkways, columns, exterior walls and ceiling in the ice/vending area with two coats of Sherwin Williams SherLastic Elastomeric coating
- Furnish paint and labor to paint the interior of rooms #164, #169, 170, 171, 269, 270 with two coats Sherwin Williams eggshell paint
- Furnish and install new acoustical ceilings in rooms 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271
- Furnish and install (2) white 4" x 4' Dial tile tub surrounds
- Furnish and install (2) restroom floors with 2" white octagonal tile
- Furnish and install new carpet, \$18 yd allowance installed in rooms affected by the fire and the new rooms 170 and 270.

10000-Specialties

- Furnish and install (2) 8' granite counters in the new restrooms of room 170 and 270.
- Furnish and install (2) 36" x 8" x 1/4" plate glass mirrors
- Furnish and install (2) chrome shower rods
- Furnish and install (2) chrome towel holders

15100-Plumbing

- Install new plumbing, plumbing fixtures to match existing in rooms 170 and 270

15300-HVAC

- Furnish and install new window HVAC units to match existing for rooms 170 and 270

16000-Electrical

- Rewire completely room 170
- Replace exterior lights that were damaged by the fire at the covered walkways

TOTAL PRICE: \$348,942.00

Exclusions:

- Architectural and engineering drawings
- Window HVAC units except for room 170 and room 270
- Roofing
- After hours work
- Asphalt repairs or stripping
- Concrete stair repairs
- Any clogged up sewer piping due to the fire
- Room accessories, i.e, hand dryers, towel racks, furniture, appliances, and any other normal items that are furnished by the hotel
- Mold remediation
- Wall covering
- Exterior door hardware except for room #166, 170, 171, 174

**Respectfully Submitted,
Brookstone Restoration**

**Lisa Marbutt
Key Account Manager**

Brookstone Restoration
244 Inverness Center Drive, Suite 200
Birmingham, AL 35242
205-991-7086 o. 205-991-7652 f.
www.brookstonecompanies.com



The Howarth Group

Insured: Zarin Visram/Haman Inc. dba Knights Inn
Property: 1121 9th Avenue SW.
Bessemer, AL 35022

Claim Rep.: Chuck Howarth
Company: The Howarth Group
Business: 137 Third Ave N.
Franklin, TN 37064

Business: (615) 550-5500

Estimator: Arthur Grandinetti

Claim Number:

Policy Number:

Type of Loss:

Date of Loss: 3/22/2014
Date Inspected:

Date Received:
Date Entered: 2/11/2015 2:56 PM

Price List: ALBI7X_AUG14
Restoration/Service/Remodel
Estimate: KNIGHTSINN1

NOTE: This estimate is in first draft and not intended to be a final appraisal of the damage from the subject loss/losses. The Appraisal process provides for re-inspections and on-site reviews during which unintended mistakes and/or omissions can be discovered and this estimate properly amended. It is not intended that this estimate include Code Upgrades, Lead Abatement or Mold Remediation that may be required during construction and any such costs are intended to remain open for supplement as they are incurred.

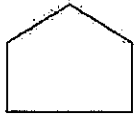




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KNIGHTSINN1

Exterior



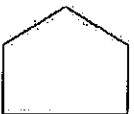
Front Elevation/Facing the office

6060.00 SF Walls
6060.00 SF Long Wall
303.00 LF Ceil. Perimeter

Formula Elevation 303' x 20' x 0"

303.00 LF Floor Perimeter
6060.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
1. Clean with pressure/chemical spray - Heavy Amount includes ceilings, and floors.	10,908.00 SF	0.35	3,817.80	(0.00)	3,817.80
2. Mask the surface area per square foot - plastic and tape - 4 mil Masking of the windows, light fixtures, HVACs and doors.	2,400.00 SF	0.17	408.00	(0.00)	408.00
3. Clean glazed store front - glass and aluminum	1,280.00 SF	0.28	358.40	(0.00)	358.40
4. Clean door (per side)	40.00 EA	4.61	184.40	(0.00)	184.40
5. Clean door hardware	40.00 EA	4.26	170.40	(0.00)	170.40
6. Paint door slab only - 2 coats (per side)	40.00 EA	21.92	876.80	(0.00)	876.80
7. Seal & paint stucco Amount does NOT include windows, doors, and columns.	7,902.00 SF	1.07	8,455.14	(0.00)	8,455.14
8. Seal & paint column - two coats	484.00 LF	4.14	2,003.76	(0.00)	2,003.76
Totals: Front Elevation/Facing the office			16,274.70	0.00	16,274.70



Right Elevation

1500.00 SF Walls
1500.00 SF Long Wall
75.00 LF Ceil. Perimeter

Formula Elevation 75' x 20' x 0"

75.00 LF Floor Perimeter
1500.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
9. Clean with pressure/chemical spray - Heavy Amount includes ceilings, and floors.	6,348.00 SF	0.35	2,221.80	(0.00)	2,221.80
10. Seal & paint stucco	2,440.00 SF	1.07	2,610.80	(0.00)	2,610.80

KNIGHTSINN1

3/21/2015

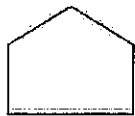
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The Howarth Group

CONTINUED - Right Elevation

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Amount does NOT include windows, doors, brick areas, and columns.					
11. Seal & paint column - two coats.	88.00 LF	4.14	364.32	(0.00)	364.32
Totals: Right Elevation			5,196.92	0.00	5,196.92



Rear Elevation

Formula Elevation 303' x 20' x 0"

6060.00 SF Walls	303.00 LF Floor Perimeter
6060.00 SF Long Wall	6060.00 SF Short Wall
303.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
12. Dry ice blasting	3,999.60 SF	2.71	10,838.92	(0.00)	10,838.92
Heavily soiled and burned areas. Dry ice blasting does not leave any unnecessary cleaning of soda or sand.					
Note: Per SF of surface area being dry ice blasted. Examples of soiling that require average blasting may include light to medium soiling on surfaces easily cleaned by blasting such as brick and sandstone, or light soiling on hard rock, concrete or similar surfaces.					
13. Clean with pressure/chemical spray - Very heavy	10,908.00 SF	0.54	5,890.32	(0.00)	5,890.32
Amount includes ceilings, and floors.					
14. R&R Fascia - 1" x 8" - #1 pine	303.00 LF	5.34	1,618.02	(0.00)	1,618.02
15. R&R Fascia - 1" x 6" - #1 pine	303.00 LF	4.64	1,405.92	(0.00)	1,405.92
16. R&R Wrap custom fascia with aluminum (PER LF)	303.00 LF	9.67	2,930.01	(0.00)	2,930.01
17. R&R Soffit - wood	2,424.00 SF	3.82	9,259.68	(0.00)	9,259.68
18. R&R Metal lath & stucco	2,424.00 SF	4.60	11,150.40	(0.00)	11,150.40
19. Stucco Plasterer - per hour	32.00 HR	41.09	1,314.88	(0.00)	1,314.88
Extra time to tie in to existing stucco and for ceiling work only. Crew of at least 2.					
20. R&R Recessed light fixture	12.00 EA	108.41	1,300.92	(0.00)	1,300.92
21. R&R Exterior light fixture	14.00 EA	83.86	1,174.04	(0.00)	1,174.04
22. Mask the surface area per square foot - plastic and tape - 4 mil	720.00 SF	0.17	122.40	(0.00)	122.40
Masking of the windows, light fixtures, HVACs and doors.					
23. Storefront - aluminum anodized frame - Single pane	2,560.00 SF	20.53	52,556.80	(0.00)	52,556.80
40 units 64sqft per unit of storefront.					

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The Howarth Group

CONTINUED - Rear Elevation

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Includes: Aluminum framing, glass, hardware, and installation labor. Excludes: Door frame and glass. Quality: Natural aluminum anodized, single pane, tempered glass.					
24. Clean door (per side)	12.00 EA	4.61	55.32	(0.00)	55.32
25. Clean door hardware	12.00 EA	4.26	51.12	(0.00)	51.12
26. Door lockset & deadbolt - exterior - Detach & reset	12.00 EA	22.09	265.08	(0.00)	265.08
27. Paint door slab only - 2 coats (per side)	40.00 EA	21.92	876.80	(0.00)	876.80
28. R&R Wood door - birch face, fire rated (mineral fiber core)	28.00 EA	381.60	10,684.80	(0.00)	10,684.80
Includes: Door and installation labor. Labor cost to remove a wood door and to discard in a job-site waste receptacle. Quality: Commercial 3068 wood door slab with birch face, pre-machined for hardware, and up to a 90 minute fire rated mineral fiber core.					
29. R&R Lockset - keyed - Medium duty - Commercial grade	28.00 EA	128.73	3,604.44	(0.00)	3,604.44
Quality: Commercial grade with standard finish. Note: Price for installation in a door pre-machined to receive lockset.					
30. R&R Door signs - plastic w/metal holder	40.00 EA	22.81	912.40	(0.00)	912.40
31. Seal & paint stucco	7,902.00 SF	1.07	8,455.14	(0.00)	8,455.14
Amount does NOT include windows, doors, and columns.					
32. Seal & paint column - two coats	484.00 LF	4.14	2,003.76	(0.00)	2,003.76
Totals: Rear Elevation			126,471.17	0.00	126,471.17

Left Elevation

Formula Elevation 75' x 20' x 0"



1500.00 SF Walls
1500.00 SF Long Wall
75.00 LF Ceil. Perimeter

75.00 LF Floor Perimeter
1500.00 SF Short Wall

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
33. Clean with pressure/chemical spray - Heavy Amount includes ceilings, and floors.	6,348.00 SF	0.35	2,221.80	(0.00)	2,221.80
34. Seal & paint stucco Amount does NOT include windows, doors, brick areas, and columns.	2,440.00 SF	1.07	2,610.80	(0.00)	2,610.80

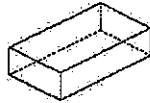
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The Howarth Group
CONTINUED - Left Elevation

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
35. Seal & paint column - two coats	88.00 LF	4.14	364.32	(0.00)	364.32
Totals: Left Elevation			5,196.92	0.00	5,196.92

Ice/Vending
LxWxH 28' 4" x 14' 9" x 10'


655.00 SF Walls	417.92 SF Ceiling
1072.92 SF Walls & Ceiling	417.92 SF Floor
46.44 SY Flooring	65.50 LF Floor Perimeter
283.33 SF Long Wall	147.50 SF Short Wall
65.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor/Ceiling
12' X 10'
Opens into Exterior
Missing Wall - Goes to Floor/Ceiling
8' 8" X 10'
Opens into Exterior

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
36. R&R Exterior light fixture	4.00 EA	83.86	335.44	(0.00)	335.44
37. R&R Ice/Vending sign - aluminum with wood frame - large*	1.00 EA	65.01	65.01	(0.00)	65.01
38. Clean with pressure/chemical spray - Very heavy	1,490.83 SF	0.54	805.05	(0.00)	805.05
39. Mask the surface area per square foot - plastic and tape - 4 mil	175.00 SF	0.17	29.75	(0.00)	29.75
Masking of the windows, light fixtures, HVACs and doors.					
40. Clean glazed store front - glass and aluminum - Heavy	120.00 SF	0.37	44.40	(0.00)	44.40
41. Seal & paint stucco	1,072.92 SF	1.07	1,148.02	(0.00)	1,148.02
Amount does NOT include windows, doors, and columns.					
42. Paint concrete the floor	417.92 SF	0.68	284.19	(0.00)	284.19
43. Reglaze 1/4" tempered glass - single pane	50.00 SF	9.12	456.00	(0.00)	456.00
Includes: Tempered glass, removing old glass and installation labor. Excludes: Glazing gasket and/or caulking. See items GLS GSKT and MPR CLK* if needed.					
44. R&R AC unit w/sleeve - through-wall/window - 12,000 BTU	1.00 EA	852.51	852.51	(0.00)	852.51
45. R&R Fire extinguisher and cabinet, 14" x 27" x 8"	1.00 EA	255.06	255.06	(0.00)	255.06



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CONTINUED - Ice/Vending

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
Totals: Ice/Vending			4,275.43	0.00	4,275.43
Total: Exterior			157,415.14	0.00	157,415.14

Interior

Attic

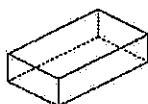
DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
46. Seal attic framing (shellac) - up to 5/12	3,934.00 SF	1.05	4,130.70	(0.00)	4,130.70
Dimensioned using Eagle View.					
Totals: Attic			4,130.70	0.00	4,130.70

Rear Elevation Bottom Floor Units/Rooms

Units/Rooms

181

LxWxH 20' 9" x 12' x 8'

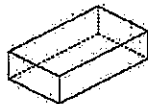


383.56 SF Walls	249.00 SF Ceiling
632.56 SF Walls & Ceiling	249.00 SF Floor
27.67 SY Flooring	46.83 LF Floor Perimeter
166.00 SF Long Wall	96.00 SF Short Wall
53.50 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	3' 4" X 6' 8"	Opens into Exterior
Missing Wall - Goes to Floor/Ceiling	12' X 8'	Opens into Exterior



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Subroom 1: Vanity Area

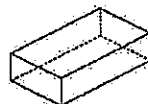
LxWxH 6' 1" x 4' 11" x 8'

153.78 SF Walls	29.91 SF Ceiling
183.69 SF Walls & Ceiling	29.91 SF Floor
3.32 SY Flooring	18.67 LF Floor Perimeter
48.67 SF Long Wall	39.33 SF Short Wall
22.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 4" X 6' 8"

Opens into 181



Subroom 2: Toilet/Shower Area

LxWxH 5' 6" x 4' 11" x 8'

166.67 SF Walls	27.04 SF Ceiling
193.71 SF Walls & Ceiling	27.04 SF Floor
3.00 SY Flooring	20.83 LF Floor Perimeter
44.00 SF Long Wall	39.33 SF Short Wall
20.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT COST	RCV	DEPREC.	ACV
47. Dry ice blasting - Heavy	305.95 SF	3.10	948.45	(0.00)	948.45
Includes: Ice blaster, compressor, 100' hose, dry ice (solid CO2), and labor. Note: Per SF of surface area being dry ice blasted. Examples of soiling that require heavy blasting may include medium to heavy soiling on surfaces more easily cleaned by blasting such as brick and sandstone, or medium soiling on hard rock, concrete or similar surfaces.					
Used to clean the soot, and loose small debris from the metal ceiling decking, and bar joist system.					
48. Paint sheet metal - two coats	305.95 SF	0.76	232.52	(0.00)	232.52
Includes: Paint, thinner, and labor. Quality: Oil based or water-oil hybrid paint.					
Used to restore finish, and seal.					
49. Paint steel truss / bar joist - 8" to 24"	216.00 LF	3.49	753.84	(0.00)	753.84
Includes: Paint, thinner, and labor. Excludes: Masking.					
Reseal the bar joist.					
50. R&R Batt insulation - 4" - R11 - paper faced	305.95 SF	0.68	208.05	(0.00)	208.05
Quality: 4" deep with paper facing. Provides an R11 insulation.					
51. Suspended ceiling grid - 2' x 2'	305.95 SF	1.28	391.62	(0.00)	391.62
Includes: Suspension eyelets, L channel, main runners, cross T's, suspension wire, and installation labor. Quality: Runners have white or off white finish.					
52. R&R Suspended ceiling tile - High grade - 2' x 2'	305.95 SF	1.77	541.53	(0.00)	541.53
Quality: 2'x2' panels. Texture is pronounced with deep grooves and fissures.					
53. Clean masonry	512.00 SF	0.37	189.44	(0.00)	189.44
Amounts considered wood framing.					
54. Seal block with masonry sealer	512.00 SF	0.66	337.92	(0.00)	337.92
Amounts considered wood framing.					
55. R&R Furring strip - 1" x 2"	512.00 SF	1.08	552.96	(0.00)	552.96

KNIGHTSINN1

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